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STATE EMPLOYMENT
RELATIONS BOARD

2009 MAY 22 A 11: 58

AGREEMENT

between

**THE TOLEDO BOARD OF
EDUCATION**

and

**THE TOLEDO ASSOCIATION
OF ADMINISTRATIVE
PERSONNEL**



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A STATEMENT FROM THE SUPERINTENDENT AND CEO

This contract is a commitment between two organizations, The Toledo Board of Education and the Toledo Association of Administrative personnel that solidifies a mutual agreement toward leading and improving our schools. Thanks to the members of TAAP who have continued to work and collaborate through several years of contract extensions until we could appropriately negotiate new contracts.

Thanks to all those who participated in the negotiations to make this contract possible.

The effect of this contract is to continue to work together to improve the district and the student outcomes that are so vital to our success. This contract represents opportunities to address issues of evaluation, placement and provides for changes that impact our many challenges.

Together we must face the challenges to public education and student achievement in a way that continues to make Toledo Public schools a leader in this community.

Thank you for your efforts and commitment to lead us forward.

A handwritten signature in black ink that reads "John Foley". The signature is written in a cursive style with a large, looping "J" and "F".

John Foley
Superintendent

A STATEMENT FROM THE PRESIDENT OF TAAP

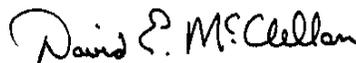
This Agreement reflects the thinking of the TAAP membership generated through responses to the TAAP Bargaining Survey, along with the thinking of the TAAP Officers and Trustees, and TAAP members who served on the TAAP Negotiation Resource Teams.

This Agreement is the product of forty (40) bargaining sessions totaling at least one hundred (100) hours of discussions with the Superintendent's Bargaining Team. The discussions focused on how to improve the opportunities and performance of T.P.S. students in a responsible and cost efficient manner through defined administrative leadership.

The highlights of improving the opportunities and performance of students will be accomplished by:

- enforcing least restrictive environment options for special education children
- inclusion of special education matrix persons in appropriate District decisions
- empowering principals to be the instructional leaders in their buildings
- improving the gathering and use of school/district data in order to develop annual building/department improvement plans
- developing and implementing an aligned matrix employee evaluation model based on Core Values and ISSLC Standards
- developing and implementing an outcome based leadership incentive program based upon student, building, and system performance
- reinstating a strong training program through the peer mentor, intern, TAAP-START programs, and the TAAP Leadership Academy
- continuing the nationally recognized Urban Leadership Development Program (ULDP) in partnership with the Board and the University of Toledo.

For over forty (40) years TAAP has been focused on "Serving Toledo Public School Children" through strong administrative leadership. You can be proud that this Agreement continues that proud tradition.



David E. McClellan
President, TAAP and
UAW Local 5242

**TOLEDO ASSOCIATION OF
ADMINISTRATIVE PERSONNEL
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Dr. Cecelia Adams	Richard Jackson
Dan Romano	

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Lisa Sobecki – Member
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PREAMBLE

WHEREAS, public education is generally recognized as the most vital institution for the preservation and extension of our democracy; and

WHEREAS, the parties in these negotiations have as their common goal providing the best and most competently managed public education system; and

WHEREAS, the parties of these negotiations also believe that the best interest of public education will be served by establishing procedures to bargain with the Toledo Association of Administrative Personnel on matters of common concern and to provide orderly channels for appeals should any differences not be resolved; and

WHEREAS, the Toledo Association of Administrative Personnel is the exclusive representative of middle management matrix personnel, as defined by the bargaining unit; and

WHEREAS, the Toledo Association of Administrative Personnel is acutely aware of its obligation to provide its members and this school district with strong positive leadership; and

WHEREAS, the concept TEAM MANAGEMENT, facilitates this by recognizing that efficient management is dependent upon the understanding and cooperation of the Toledo Association of Administrative Personnel and the Superintendent, who is responsible for the operation of the school system; and

WHEREAS, the procedures outlined herein represent a mutual commitment by the Toledo Association of Administrative Personnel and the Board of Education to provide educational progress, assuring stability to this community in the management of its schools.

THEREFORE, be it resolved that the following policies be adopted:

ARTICLE I –

DEFINITION: RECOGNITION

A. Definitions

The following terms used herein shall have the following meanings:

1. Whenever the term "Board" is used, it is to include the Toledo Board of Education or its designated representatives.

2. Whenever the term "Superintendent" is used, it shall refer to the Superintendent of Toledo Public Schools.
3. Whenever the term "TAAP" is used, it shall refer to the Toledo Association of Administrative Personnel UAW Local 5242.
4. Whenever the term "trustees" is used, it shall refer to the elected board of trustees of TAAP.
5. Whenever the term "TAAP representative" is used, it shall refer to a representative of TAAP authorized by the president of TAAP or his/her designee. TAAP shall keep the appropriate administrative office informed in writing of the names of its authorized representatives.
6. Whenever the term "matrix employee, matrix person, or matrix personnel" is used, it is to include all members of the bargaining unit active or retired and brought back to work in a capacity otherwise covered by the bargaining unit.
7. Whenever the term "school system" is used, it is to include any work location, currently owned or subsequently acquired, or functional division or group to which a matrix employee of the Toledo Public School is assigned.
8. Whenever the term "bargaining unit" is used, it shall refer to the definition as set forth in the recognition section.
9. Whenever the term "TAAP Contract" is used, it shall refer to this agreement between the Board and TAAP.

B. Recognition

1. The Board of Education recognizes the Toledo Association of Administrative Personnel UAW Local 5242 as sole and exclusive bargaining agent for all matrix personnel which shall include any employee of the Toledo Public Schools who is placed on the salary matrix, all matrix personnel night/summer school, all matrix personnel in acting assignments, all matrix personnel working under outside or shared jurisdiction including any of the above funded by the Board but working in parochial or private schools. Such personnel shall be represented solely by TAAP in all matters of salary, fringe benefits, and all other conditions of employment. In the event there is a position title change of any job class in the bargaining unit or if a position in the bargaining unit

is reclassified, said position shall remain part of the bargaining unit.

Employees in the following positions (or equivalent positions) are excluded from any bargaining unit and are not covered by any collective bargaining agreement:

- a. superintendent
- b. deputy superintendent/chief of staff
- c. chief academic officer
- d. assistant superintendent
- e. business manager/chief business manager
- f. treasurer
- g. administrative assistant(s)
- h. executive director/school improvement leader
- i. assistant to the treasurer
- j. assistant to the business manager

The parties hereto, their successors, successors in office or assigns, agree that the bargaining unit as presently defined in the collective bargaining agreement shall remain without modification through this and all succeeding collective bargaining agreements. The parties do explicitly waive their right to bargain over the question of the scope or definition of the unit and explicitly waive their right to petition SERB or any other agency for a clarification of the unit, certification of the unit, or take any action which would cause SERB to modify or attempt to modify the present scope and definition of the bargaining unit.

2. Inasmuch as the Board has recognized the Toledo Association of Administrative Personnel UAW Local 5242 as the exclusive collective bargaining representative for all matrix persons, the Board will not support or encourage any other organization purporting to represent matrix persons for purposes of collective bargaining, nor will the Board during the term of this agreement enter into any collective bargaining with such other organizations.
3. A matrix person not to exceed one (1) in number who is elected to the presidency of TAAP, will, upon proper application, be reassigned for the purpose of accepting this position. The matrix person granted this leave shall continue to accrue seniority for salary increments and seniority for all other purposes as though they were in regular service. Upon return to service, the matrix person shall be placed in the matrix position

he/she left if vacant or to a position at the same classification for which qualified with all accrued benefits, seniority and increments that would have been earned had he/she been in regular service. Reimbursement will be made to the Board for all fringe benefits and salaries (see Memorandum).

4. Copies of all information, statistics, and records as well as the necessary staff members and consultation time relevant to negotiations or necessary for the proper enforcement of the terms of the agreement, shall be made available by the Superintendent to TAAP upon its request.
5. No person or persons represented by the bargaining agent shall bargain individually or collectively with the Board concerning any terms or provision of this agreement except through authorized representatives of TAAP.
6. Authorized representative of TAAP shall have the right to appear and speak at all regular and special meetings of the Board of Education. TAAP shall be given a place on such meeting agendas for the purpose of being heard.
7. The president of TAAP or his/her designee shall meet with the Superintendent at the request of either party. The Superintendent shall meet with the trustees of TAAP at the request of the president of TAAP.
8. TAAP matters remaining unresolved at any meeting with a designee of the Superintendent may be appealed directly to the Superintendent.
9. Authorized representatives of TAAP shall have the right to appear and speak at all Team Management meetings. The TAAP President shall submit items to be placed on the agenda at least one (1) day prior to the meeting.
10. Representatives of TAAP shall be permitted to transact official TAAP business on school property. General membership meetings shall be conducted after school hours except by agreement with Superintendent or his/her designee.
11. Representative of TAAP performing TAAP business shall have the right to use Board facilities and equipment. TAAP shall pay for the reasonable cost of all materials, supplies, and equipment incidental to such use.
12. Whenever the Board involves any employee

organization in the selection of a Superintendent, representatives of TAAP, appointed by TAAP, shall serve on the Board's committee.

13. Matrix persons shall be granted released time for participation in TAAP related professional activities and conferences. Applicable policy on professional leaves will apply in granting released time as determined by the Superintendent or his/her designee.
14. All meetings involving TAAP members shall be coordinated through a single office designated by the Superintendent. Every attempt will be made to avoid meetings during the first two (2) weeks and last three (3) weeks of the school year.
15. The Toledo Association of Administrative Personnel will be represented by its president or his/her designee, in the establishment of school year calendars.
16. The Board agrees not to adopt any other policies that would in any way negate or change the policies set forth herein.
17. The terms of this agreement shall not apply where inconsistent with constitutional, statutory, or other legal provisions. If any provision of this agreement is found to be contrary to law by the Supreme Court of the United States, or by any court of competent jurisdiction from whose judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be modified forthwith by the parties hereto to the extent necessary to conform thereto. In such case, all other provisions of the agreement shall remain in effect.
18. Only the selection process defined in this agreement shall be used in the selection of matrix personnel. Further modification of the selection process for matrix personnel shall occur only as the result of agreement between the Board and TAAP.
19. Any provision of this TAAP agreement may be amended through written agreement between the Board and the president of TAAP.
20. Implementation of the provisions of this Agreement shall be the mutual responsibility of the Superintendent and his/her cabinet and the members of TAAP.
21. Except by mutual agreement, during negotiations with TAAP, the Board's negotiating team

shall not include members of the TAAP bargaining unit.

22. It is agreed that in the event that implementation of recess, as directed by the Board in its Resolution adopted in May, 1987, should affect the terms and conditions of employment of TAAP members, the parties shall resolve same by agreement.

C. Payroll Deduction - Agency Shop

1. Payroll deduction of fair share fees/dues for TAAP shall be made in twelve (12) equal amounts beginning with the first pay period of August through July. The deduction of this fee by the Board shall not require written authorization from the individuals who choose agency status. The Board shall supply to TAAP a monthly list of those members who pay their dues by payroll deduction. Retirees serving in an acting or special matrix capacity shall have one and one-half percent (1 1/2%) of their earnings deducted not to exceed the applicable agency fee.
2. All members of the bargaining unit who choose not to become members of TAAP shall pay an agency (fair share) fee to TAAP. This fair share fee shall be subject to Ohio Revised Code (O.R.C.) 4117.09 (c) and shall be a condition of employment. The fair share shall not exceed ninety-five percent (95%) of the membership dues. Administration of the fair share fee shall be subject to O.R.C. 4117.09 (c).
3. If the Board is held to be responsible for the repayment of moneys paid to TAAP pursuant to this fair share agreement, TAAP, to the extent of those funds actually received, shall reimburse same to the Board and/or the designated bargaining unit employees involved.
4. The Board and TAAP agree that pursuant to the authority of Sec. 4117.10 O.R.C., they will exercise their legal rights to seek recovery of court and legal costs incurred when they are required to defend their rights under this section of Article I, or under O.R.C. 4117.09 (c).
5. The Board shall provide TAAP with a list of new matrix persons, matrix persons returning from leaves of absence, and separations on a timely basis.
6. Payroll deduction shall begin the next scheduled payroll deduction period after receipt of

the card for members as well as for agency fee payers.

7. TAAP shall also have the right to payroll deduction for the use of the TPS Credit Union, the purchase of savings bonds, insurance, annuities, or any other deduction mutually agreed to by TAAP and the Board.
8. Direct Deposit shall be mandatory for all employees effective the first paycheck of the 2008/2009 school year.
9. The Treasurer of the Toledo Public Schools may charge a fee for the processing of court orders, with the exception of child support, and non-sufficient fund checks written by employees. These fees will not exceed the maximum fee allowable by law.

D. Fair Practices

In accordance with Board policy, no person or persons, departments or divisions responsible to the Board, nor TAAP, shall discriminate against any employee on the basis of race, creed, color, national origin, sex or marital status. The Board further agrees not to discriminate against any employee on the basis of membership in or association with the activities of the Toledo Association of Administrative Personnel. TAAP agrees to represent all matrix personnel fairly.

ARTICLE II – GRIEVANCE PROCEDURES

A. Definition

A grievance is any complaint brought by a matrix employee or by TAAP as an organization where it is alleged that:

1. There is a violation, misinterpretation, or misapplication of these agreements or of established policy or practice.
2. The health or safety of a TAAP member or members is jeopardized by conditions that can reasonably be corrected.
3. There exists as a result of grievance hearings in the opinion of TAAP, a misinterpretation or misapplication of the provisions of other employee agreements as they apply to a matrix person's ability to perform his/her duties.
4. There is a complaint alleging discrimination

prohibited by Section 504 of the Rehabilitation Act of 1973, as amended and of Title IX of the Education Amendments of 1972.

B. Grievance Procedure

The following procedures will be implemented when alleged grievable offenses occur:

1. Informal Procedure

Either the matrix person with a grievance or the TAAP grievance chairperson, or both, shall first discuss or attempt to discuss the matter with the person against whom the grievance is filed within twenty (20) school days of the date of the occurrence of the grievance with the objective of resolving the matter informally.

2. Formal Procedure - Step 1

In the event the matter is not resolved informally, the grievance, if authorized by TAAP, shall be presented in writing to the person grieved against within ten (10) school days after the attempt to settle informally. Within five (5) school days after receiving the formal grievance, the person against whom the grievance is filed shall state his/her decision in writing with the supporting reasons and shall furnish one (1) copy to the grievant and one (1) copy to the TAAP President.

3. Formal Procedure - Step 2

Within ten (10) school days after receiving this decision, TAAP may appeal the decision in writing to the Superintendent or his/her designee, who shall give TAAP the opportunity to be heard. This hearing shall be held within fifteen (15) school days of the appeal.

The Superintendent or his/her designee shall communicate his/her decision together with the supporting reasons to the grievant and to the TAAP President within ten (10) school days after the appeal has been heard.

C. Arbitration

In the event a grievance, as defined in Section A, following the proper procedures as outlined in Section B, is not resolved, only at the election of TAAP may the dispute be submitted to binding arbitration.

1. Notice of intention to submit to arbitration must be in writing addressed to the Superintendent, within twenty (20) school days after

receipt of the decision at Step 2. The notice must include a written statement setting forth the issue to be decided including specific violations and the remedy requested.

2. Within sixty (60) days from the date of notification of the intention to arbitrate, the arbitration hearing shall take place unless the mutually agreed upon arbitrator requests an extension of this time due to scheduling problems. If either TAAP or the Superintendent cannot agree on an arbitrator, the parties shall request a panel of nine (9) arbitrators from which they shall select one by alternately striking. They shall request the list from the Federal Mediation and Conciliation Service.
3. The arbitrator selected shall hear only one grievance in each case. He/she shall be bound by and in compliance with all terms of this agreement unless they are contrary to law. He/she shall have no power to add to, delete from, or modify in any way the provisions of this agreement. The arbitrator shall issue his/her decision, which shall be final and binding thirty (30) days from the date he/she declares the hearing closed.
4. The cost of the arbitrator shall be shared equally by the parties involved hereto.

D. General Provisions

1. The fact that a grievance is raised, regardless of its ultimate disposition, shall not be recorded in the person's file or in any file or record utilized in the promotion process; nor shall anyone be placed in jeopardy, or subject to reprisals for having followed the grievance procedure.
2. No member of the bargaining unit at any stage of any grievance procedure, TFT, AFSCME, or TAAP, will be required to meet concerning the grievance without first having had the opportunity to consult with the TAAP President.

If the matrix person feels that he/she has been procedurally misrepresented in any grievance proceeding, he/she shall have the opportunity to grieve and to be represented by the TAAP President.

3. All hearings and conferences shall be held at times mutually convenient to the participants. When a conference or hearing is scheduled during the school or office hours, all participants shall be excused from their regular duties without loss of pay.

4. The time limits specified in this procedure may be extended in any instance by mutual consent.
5. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall automatically forward the grievance to the next step.
6. Copies of all responses made by the Superintendent or his/her designee to grievances filed against TAAP members by the TFT and AFSCME will be sent to the TAAP office.

E. TFT-AFSCME Grievance Administration

1. When a matrix person receives a grievance in writing from the TFT and/or AFSCME, he/she shall immediately notify his/her appropriate immediate supervisor or his/her designee and the TAAP President.
2. The grievance shall be discussed within the appropriate contractual timelines by the matrix person grieved against, his/her immediate supervisor, and the TAAP President to determine an appropriate response. If the grievance has merit, the matrix person grieved against shall be directed by his/her immediate supervisor to resolve the grievance at his/her level. If the grievance has no merit, or if the proposed grievance response may establish a system-wide precedent, then the immediate supervisor and the TAAP President shall work with the grieved to prepare the response. If a grievance cites a factor that is not within the jurisdiction of the matrix person cited, as determined by the immediate supervisor and the TAAP President, the matrix person shall not be required to attend the grievance hearing.
3. If the response in two (2) above is appealed, the immediate supervisor, or his/her designee, shall have the responsibility to aid in the defense of the grieved by representing him/her in subsequent meetings/hearings regarding that grievance.
4. Copies of all decisions rendered by a hearing officer, the Superintendent, or the Board of Education President, shall be provided to the person grieved against.

**ARTICLE III –
MATRIX APPOINTMENT PROCEDURE**

A. Matrix Job Announcements

1. All matrix vacancies shall be announced promptly in the staff bulletin during the school year. Sufficient copies shall be distributed to each work site during the school year to allow for distribution to each matrix employee.
2. All vacancies and newly created matrix positions shall be posted in the Human Resources Office for a period of five (5) work days. If it is determined by the Human Resources Office to advertise a matrix vacancy in the newspaper or to post the matrix vacancy in other institutions for a variable period of time then the five (5) day posting period shall be extended for a like period of time.
3. Announcement of all vacancies and newly created matrix positions shall be made to the president of TAAP by the Human Resources Office as soon as vacancies occur or new positions are known.
4. During the summer, the Human Resources Office shall send to the TAAP office a notice of matrix vacancies or newly created matrix positions as they occur, along with enough copies of said notice so that TAAP can mail a copy to each member.
5. All matrix vacancies and newly created matrix positions shall be filled by persons who are properly qualified, including certification, where required.
6. All vacancies and newly created matrix positions shall be announced by job title, classification, and length of work year.

B. Matrix Application Procedure

1. Application for matrix positions shall be filed separately by job classification in the Human Resources Office.
2. Only those candidates who apply and who are properly qualified (certificated where required) for an open matrix position, shall have an opportunity to be interviewed.
3. An applicant may verify that his/her application is on file by requesting visual confirmation in the Human Resources Office.

4. All applicants shall receive a job description upon application for an open matrix position.
5. The deadline date for the closing of applications shall be five (5) work days after the matrix job has been advertised and posted.
6. An applicant shall furnish a resume in conjunction with his/her application.

C. Matrix Selection Process

Administrative leadership can only be maintained and improved by assuring that the system selects the best candidates to fill matrix positions. The matrix selection process as defined herein recognizes:

That leadership criteria in the Toledo Public Schools shall be comprised of the following factors: credentials, experience, leadership aptitude testing (providing a creditable, unbiased testing format exists to measure leadership aptitude), immediate supervisor's recommendation, district-wide contributions, evaluation, and job interview.

That these subjective factors can be converted into a measurable format and applied fairly and objectively.

The Human Resources Office will conduct interviews to fill specific/expected matrix vacancies. If more than one (1) matrix vacancy exists within the same job and pay classification, those matrix persons applying shall be considered candidates for all the vacant matrix positions in the same job and pay classification.

The details of the Matrix Selection process can be found in The Leadership Model (Article II).

D. Matrix Salary Determination

1. Placement on the Matrix Salary Schedule is the responsibility of the Assistant Superintendent, Human Resources.
 - a. A person is placed on the matrix schedule as a result of a promotion. The following procedure should be followed without exception.

Present daily

rate of pay = $\frac{\text{Annual salary} + \text{supplemental contracts} + \text{overtime}}{\text{Present work year in days}}$

Present work year in days

Calculate the new annual base salary.

New annual salary = (Present daily rate of pay) X (new work year in days).

The placement of the person on the matrix is based on his/her annual salary, supplemental contract(s), and compensatory overtime payments. Additional level(s) shall be granted for increased responsibility.

NOTE: If the new matrix salary is calculated by the above formula to be less than the first level in the classification by more than the difference between level one (1) and level two (2), placement shall be at level one (1).

2. Graduate hour pay, professional growth credit pay, longevity pay, and educational incentive pay (if appropriate) is added to the annual base salary constructed in (1) above, but shall not be included for placement on the matrix.
3. The new matrix salary for someone promoted shall become effective upon approval of the Board on the date listed in the Board agenda.
4. If it becomes apparent that this formula is not applicable to a specific situation, the Superintendent or his/her designee will consult with the president of the Toledo Association of Administrative Personnel before any matrix placement is recommended. It is further understood that any or all components of the formula for placement on the matrix salary schedule can be modified through matrix review. Such modifications must be by mutual agreement.
5. No person already placed on the matrix salary grid who is promoted to another matrix position after the start of the matrix work year for the new matrix position will lose money in his/her annual salary during the year in which he/she is promoted.

ARTICLE IV – MATRIX REVIEW

A. Matrix Review Committee

A joint matrix review committee of two (2) consisting of the Superintendent's designee and the president of TAAP shall be established.

B. Matrix Review Guidelines

1. Any proposed elimination of a matrix position or

change in a current matrix job description (including, but not limited to, increased responsibilities, length of the work year, qualifications, and matrix placement) must be submitted to the Matrix Review Committee.

2. If a proposed change in a current matrix job description involves increased responsibilities, the Matrix Review Committee shall consider the impact of increased responsibilities in the context of matrix placement and work year in making an appropriate recommendation.
3. Unless otherwise agreed to by the parties hereto, requests for matrix review can be brought to the Matrix Review Committee by the administration and/or by TAAP only during the time that the TAAP Agreement is open for negotiations. Once a position/positions have been reviewed as per B-1 above, regardless of the outcome, it will not be eligible for review until the next negotiation period, unless the position becomes vacant or it is affected by a restructuring in which one (1) or more positions are eliminated.
4. Recommendations for approval or modification made by the Matrix Review Committee, not concurred in by the Superintendent, shall be discussed by the Superintendent and the president of TAAP prior to the Superintendent taking action.
5. No matrix position shall be added until the Matrix Review Committee has reviewed the proposed job description to determine the appropriate work year, matrix placement, and the impact of the position on other current matrix positions.
6. A complete current matrix document listing job descriptions, matrix placement, and all positions requiring supplemental contracts shall be on file in the Human Resources Office and the TAAP office.
7. The Human Resources Office shall furnish all matrix employees a current job description. Thereafter, job descriptions shall be sent to new matrix employees, those matrix employees who change jobs, or those matrix employees whose job classifications change through matrix review.

**ARTICLE V –
OUTSIDE CONTRACTING**

1. The Superintendent's designee shall discuss with the TAAP President any decisions to subcontract for services as they relate to matrix persons.

**ARTICLE VI –
THE LEADERSHIP MODEL**

A. Matrix Evaluations

1. The evaluation system used by the Toledo Public Schools to evaluate matrix persons is included as a component in the Toledo Public Schools Leadership Model.
2. No modification of the Toledo Public Schools Leadership Model shall take place unless it is mutually reviewed and approved by TAAP and the Superintendent or his/her designee.
3. Copies of the Toledo Public Schools Leadership Model shall be distributed to all matrix persons.
4. The TAAP President or his/her designee shall participate in all inservice planning and inservice sessions as they apply to the Toledo Public Schools Leadership Model or the implementation of said system.
5. An annual inservice shall be provided in February for all matrix personnel. Attendance at the annual inservice will be required. The purpose of this inservice shall be to thoroughly familiarize all matrix persons with the evaluation process.
6. Matrix persons will be evaluated only by the person to whom they report.
7. Matrix personnel shall have the right to submit in writing any additions to or comments regarding a written evaluation completed by his/her evaluator. Such responses by the person being evaluated shall become part of the evaluation record.
8. The Human Resources Office will notify TAAP in writing, on or before March 1 of those matrix persons who are being recommended for non-renewal of their matrix contract.
9. The only evaluation instrument that may be placed in a matrix person's personnel file is the official evaluation which is contained in the Leadership Model.

B. The Peer Mentor Program

1. The Peer Mentor Program included as a component of the Toledo Public Schools Leadership Model is a process whereby peers or peer coaches are assigned to newly appointed matrix persons, or newly promoted matrix persons for purposes of acclimating them to their new job descriptions/responsibilities and where appropriate, evaluating their performance in their new job descriptions for the first year. The Peer Mentor Program shall be implemented in accordance with the provisions as specified in the Toledo Public Schools Leadership Model.

C. The Intervention Program

1. The Intervention Program included as a component of the Toledo Public Schools Leadership Model has been designated to provide assistance and direction in improving the level of professional skills of matrix personnel identified as not functioning effectively. The Intervention Program shall be implemented in accordance with provisions as specified in the Toledo Public Schools Leadership Model.

D. The Leadership Incentive Program

(See Leadership Model.)

E. Urban Leadership Development Program

(See Leadership Model.)

The purpose of the Urban Leadership Development Program is the preparation of exemplary leaders for urban schools. Entrance into the program carries with it a requirement of a commitment on the part of the individuals selected to participate in a cohort.

Partnering urban administrative aspirants with practicing administrators in an interactive problem-based environment will allow the participants to understand the potency of collaboration and professional collegueship in their efforts to continuously improve urban schools.

This required certified program will allow current administrators (beginning with principals) to renew their certificates, work toward advanced degrees, and acquire the specific school improvement skills necessary to excel in the urban setting. The Urban Leadership Development Program is defined in the Leadership Model.

**ARTICLE VII –
MATRIX CONTRACTS**

A. Renewal

1. The Board of Education shall take action concerning renewal of all matrix contracts on or before the last day of March.
2. Failure by the Board of Education to take action on matrix contracts on or before March 31 will automatically renew such matrix contracts.

B. Issuance of Matrix Contracts and Salary Notices

1. Regular salary notices and contracts shall be issued and become effective August 1, of each year.

C. Length of Matrix Contracts

Recommendations to the Board regarding the length of matrix contracts shall be governed by the procedures as set forth in the Toledo Public Schools Leadership Model.

1. One (1) Year Contracts: All provisional employees will be granted two (2) one (1) year contracts. Provisional employees who receive their first one (1) year contract between January 1 and August 1 will be granted a third (3rd) one (1) year contract. A third (3rd) one (1) year contract will be granted to provisional employees recommended for a third (3rd) year in the provisional program.
2. Two (2) Year Contracts: A two (2) year contract will be issued to matrix persons who are promoted to higher positions. A two (2) year contract may be issued to an individual outside the system who has been appointed to a matrix position, if he/she has had more than one (1) year experience as an administrator as defined by the TAAP contract. A two (2) year contract shall be renewable as a three (3) year contract at the end of the second (2nd) year if it is determined by the evaluation that the individual is "meeting the expectations of the position."
3. Three (3) Year Contracts: Three (3) year contracts renewable prior to the end of the second (2nd) year will be granted to provisional employees after the successful completion of the two (2) or three (3) year provisional period.

Those matrix persons not receiving four (4) year

contracts shall be granted three (3) year contracts.

4. Four (4) Year Contracts: Four (4) year contracts renewable prior to the end of the second (2nd) year shall be granted to non-provisional employees after the successful completion of the second (2nd) year of their second (2nd) three (3) year contract upon the recommendation of the immediate supervisor and the Superintendent.

Once a non-provisional employee has been approved for a four (4) year contract, that four (4) year contract cannot be reduced (except for cause) to less than a four (4) year contract.

The Superintendent must review individually all recommendations for four (4) year contracts. The Superintendent cannot reject all requests for four (4) year contracts.

D. Non-Renewal of a Matrix Contract

1. If it is the intention of the Superintendent not to recommend, or the Board not to renew, a matrix person(s)' contract(s), the matrix person shall have the right to appeal (prior to any action of the Board) to the Board in executive session with TAAP representation, if desired, and shall retain those rights of action provided for in Article VII-E, herein.

E. Termination of a Matrix Contract

a. O.R.C. 3319.16, or For Cause

1. If it is the intention of the Human Resources Office to terminate a matrix person's contract under O.R.C. 3319.16, or for cause, if the person is not subject to O.R.C. 3319.16, the matrix person shall have the right to an election to do one of the following:
 - a. To accept the recommendation of the Human Resources Office; or
 - b. To request TAAP to arbitrate the proposed recommendation pursuant to Article II, C, and Section E-2, below, of this agreement; or
 - c. To follow the procedure as prescribed in Section 3319.16 of the Ohio Revised Code.

This election must be in writing signed by the matrix person and be delivered to the Human Resources Office, with a copy to TAAP, within fif-

teen (15) calendar days after the receipt by the matrix person of the recommendation of the Human Resources Office. This election is final and binding on all parties and may not be changed except by mutual agreement of the Human Resources Office, TAAP, and the matrix person. Failure to deliver such election by the matrix person within such fifteen (15) calendar days period shall constitute an election of option a, above. Election of arbitration under b, above, constitutes waiver of all rights to challenge the termination under 3319.16 of the Ohio Revised Code. Election of c, above, waives all rights to challenge the termination under the grievance or arbitration procedure of this contract. The decision of the arbitrator shall be final and binding on the Board, the matrix person, and TAAP.

2. TAAP reserves the right to accept a decision of a hearing officer as final and binding and in that case further appeals by the matrix person through the grievance procedure, or to arbitration, or to the courts, are not permitted. This right applies to warnings and suspensions, as well as, termination and non-renewals.
3. The parties shall equally share the transcript fees and the referee's fees (when TAAP has represented the matrix person under O.R.C. 3319.16).
4. Arbitrator's fees will be shared equally.

b. Failure to Timely Renew an Administrative License

1. All matrix persons will receive timely, written notifications from the Human Resources Office when their administrative license is within one (1) year of renewal.
2. Matrix persons who fail to renew their administrative license will be charged with "Insubordination for Failing to Maintain a Valid Administrative License" and if the charge is substantiated the matrix person will be terminated.
3. A matrix person prior to his/her hearing for termination may take a voluntary demotion into any vacant matrix position for which he/she is certified/qualified and he/she will be paid at the appropriate lower classification.
4. A matrix person who is terminated in accordance with #2 above (providing he/she has a valid teaching certificate) will be allowed to:

- apply for any matrix vacancy that exists that requires a teacher certificate
 - apply as a substitute teacher or a contract teacher
5. A matrix person who has been terminated and who subsequently obtains certification and/or is qualified to be rehired without additional certification and is rehired will lose his/her seniority in accordance with Article XI-3 of the TAAP Agreement.

F. Demotion/Uniform Reduction in Force Plan

A matrix person may be transferred to a position of lesser responsibility or to a teaching position during the life of such matrix person's contract only:

1. Because of a reduction which is part of a uniform plan affecting the entire district.
2. Pursuant to O.R.C. Section 3319.17.
3. Demotion pursuant to the Leadership Model.

In such case, his/her salary (which includes all supplemental contracts to which he/she would have been entitled) during the first (1st) contract year of such assignment shall not be lower than his/her stated contract salary (including all supplemental contracts to which he/she would have been entitled). During the remaining term of such matrix person's contract, his/her salary shall be the salary normally assigned to the job actually performed.

This section shall not be construed to prevent a reduction in salary where a matrix person is demoted for cause, is assigned to a teaching or other position after the expiration of the matrix person's contract, nor shall it cancel the rights of appeal in Article VII, D, 1-2.

G. General Provisions

This article shall not apply to suspension of contracts under Section 3319.17 of the Ohio Revised Code or to a layoff if the matrix person is not covered by O.R.C. 3319.17.

**ARTICLE VIII –
EXTENDED TIME/SUPPLEMENTAL
CONTRACTS**

A. Extended Time

1. Definition

Extended time shall be defined as: An approved request for a matrix person to continue to perform the job duties defined by the matrix person's job description beyond the work year established for that particular matrix job.

2. Procedure For Approval

A request for extended time must be recommended by the matrix person's immediate supervisor and division head. Final approval shall rest with the Human Resources Office.

3. Payment

Payment for extended time shall be the matrix person's daily rate of pay for the time specified in the Board agenda.

B. Extended Time - Work Day

1. Definition - Work Day

a. The work day for building matrix persons and other matrix person e.g. psychologists, elementary counselors, etc./administrative offices assigned to schools shall be defined as beginning one-half (1/2) hour before the regular starting time for students and ending one-half (1/2) hour after the regular dismissal time for students at the facility to which they are assigned on any given day pursuant to their schedule. This definition is not intended to alter the ability of the principal to make work hours flexible for matrix persons consistent with the length of work day as defined above. It is recognized that some administrators have additional obligations that may transcend the work day.

b. The work day for central office matrix persons, school assistance center coordinators, and those matrix persons assigned to satellite offices not located in schools, shall be defined as eight and one-half (8 1/2) hours per day beginning at 8:00 a.m. and ending at 4:45 p.m. with one (1) hour provided for lunch as determined by the work schedule. On any of the days listed below the work day shall be defined as eight (8) hours be-

ginning at 8:00 a.m. and ending at 4:00 p.m.
with the one (1) hour lunch period included.

Winter Break
Spring Break
Summer Break

2. Extensions of the Work Day

- a. Extensions of the work day when students are to be present for regular coursework which are mandated by the appropriate assistant superintendent shall be compensated in a manner agreed upon by TAAP and the Superintendent or his/her designee.

C. Supplemental Time

1. Definition

Supplemental time shall be defined as: An approved request for a matrix person to perform additional duties, or assignments which are outside, or in addition to the matrix person's job description.

2. Procedure For Approval

Supplemental contracts, except those as otherwise provided in this agreement, will be issued to a matrix person when he/she is assigned the supplemental duties as recommended by the immediate supervisor and appropriate division head. Final approval shall rest with the Human Resources Office.

3. Payment

Payment for supplemental contracts shall be determined by utilizing:

- a. the current hourly rate
- b. A specific amount for a specific job negotiated by TAAP

4. Issuance of Supplemental Contracts

The Human Resources Office shall issue supplemental contracts as required by this Agreement.

D. Compensatory Payment

1. Definition

- a. Compensatory payment shall be earned by any matrix person in Classification 9 through 13 (effective August 1, 2001) who is authorized to work beyond his/her normal work day or work week, as a result of a job related requirement and a verifiable emergency.

2. Guidelines

a. The granting of compensatory payment shall be subject to the following guidelines:

1. Compensatory payment can only be earned for time spent outside the normal matrix work day or work week.
2. Requests for compensatory payment must be submitted to the department head and division head. Their recommendations shall be submitted in writing on prescribed forms to the Human Resources Office for approval/disapproval.
3. Compensatory payment shall not be granted for attending conferences on weekends or holidays.
4. Compensatory payment must be requested within two (2) regular work days after earned.
5. The compensatory payment will be at one and one-half (1 1/2) times the negotiated TAAP hourly rate.
6. At the request of either party, the administration and TAAP will review all matrix positions which accumulate substantial compensatory payments.
7. Unreasonable demands to work beyond the recognized work day may, upon review as provided in paragraph 6 above, require the issuance of a supplemental contract or consideration for additional staffing.

ARTICLE IX – ACTING ASSIGNMENTS

A. Definition

1. Acting assignments shall be defined as: The requirement of a matrix person to assume the duties of a vacant matrix job on a temporary basis.

B. Acting Assignment Guidelines

1. Acting assignments in vacant positions will be made for a period not to exceed four (4) months except by mutual agreement between the Superintendent and the TAAP President.

2. A person on acting assignment shall be compensated for an additional (1) hour per day at the TAAP negotiated hourly rate for every day spent in an acting assignment beginning with the first (1st) day for: an elementary principal in a single administrator building; other single principal buildings i.e. early college high school; pupil personnel supervisor, junior high school/middle school deans; and, high school deans. All other acting assignments will receive acting assignment pay beginning with the third (3rd) consecutive day in the same assignment; or, the third (3rd) cumulative day spent in various assignments. Acting assignment pay includes any holiday which occurs during his/her acting assignment.
3. A matrix person assuming the acting responsibilities of a matrix person temporarily vacant because of the illness of the matrix person holding the job shall continue in that acting assignment and shall be paid on an acting basis until the matrix person who holds the job returns full time to the position, subject to the approval of the Human Resources Office.
4. A matrix person, or a non-matrix person in an acting assignment for a month shall be evaluated in the assignment by his/her appropriate division head or his/her designee. This evaluation is to be completed using the Acting Matrix Assignment Evaluation Form (see Appendix B) and forwarded to the appropriate Assistant Superintendent. It is understood that this Acting Assignment Evaluation Form shall be used to assign experience points for the Matrix Screening Procedure.
5. The administrative assistant in the high school will not receive acting assignment pay unless it is a long term assignment approved by the TAAP President and the Superintendent. The high school administrative assistant receives a supplemental contract to perform additional duties one (1) of which is to act as principal in the absence of the principal.
6. The fact that a matrix person, or non-matrix person, has been placed in an acting assignment shall not be interpreted by that matrix person or non-matrix person as a guarantee that he/she will receive that job when it is filled.
7. Anyone placed in an acting assignment must have proper certification and/or qualifications.

Proper certification and/or qualifications are the certification and/or qualifications required by the job description. ULDP Cohort members placed in acting assistant principal positions shall be called administrative assistants unless they possess proper certification.

8. Once a position has been advertised the administration will refrain from rotating staff or changing staff already acting in the position being advertised except for an emergency or for cause. If either exception should occur a person will be selected to fill the acting assignment who is not an applicant for the vacant position.
9. If a special situation should occur, ie. absence of a Pupil Personnel Center Supervisor when critical hearings are scheduled, the person in charge of Human Resources will discuss the special circumstances with the TAAP President prior to making any assignment.

Acting Assignment Eligibility List

1. An "acting assignment" request form will be mailed to every current matrix person. Matrix persons who are properly certified/qualified and willing to act will fill it out and return it to the Human Resources Office.
2. An Acting Assignment Eligibility List will be constructed by certification and/or qualifications. This list will include eligible ULDP Cohort members, and available retirees.
3. ULDP Cohort members will not be used in acting assignments during their initial year in the ULDP Cohort. After the first (1st) year, ULDP Cohort members will be allowed to act only in those assignments lasting longer than one (1) week unless, it is considered to be an emergency, as determined by Human Resources. ULDP Cohort members will be given credit toward their field experience.
4. If a person refuses as acting assignment he/she will be eliminated from the list.
5. The Acting Assignment Eligibility List will be used to fill those acting assignments not addressed in Article IX-D.
6. When circumstances require utilization of the Acting Assignment Eligibility List the Human

Resources Department will notify the appropriate Cabinet person or the appropriate matrix position of three (3) names from the list for his/her selection. An Acting Administrator will be chosen from this list.

C. Implementing a Temporary Suspension of Filling Matrix Vacancies

1. When it is understood that a projected deficit within the Toledo Public Schools makes it likely that matrix positions will have to be reduced, the following process will be implemented to preserve open matrix positions as options for displaced matrix persons to select:
 - After March 1st all matrix vacancies will be filled on an acting basis
 - TAAP will waive the prescribed acting assignment guidelines until the Matrix Reassignment Process has been completed
 - Matrix transfers can be granted provided that the lateral transfer granted opens a usable vacant matrix position
 - Matrix positions remaining vacant after completion of the Matrix Reassignment Process will be advertised in accordance with the Matrix Appointment Procedures
 - Operational Exceptions can be made after discussions with the TAAP President

D. Filling Acting Matrix Assignments Elementary Schools

1. If an Elementary School has an Assistant Principal, the Assistant Principal will be automatically assigned to be Acting Principal, whenever the Principal is absent provided he/she has been evaluated exceptional or meets expectation when he/she has acted.

Middle Schools/Junior High Schools

1. The Assistant Principal will be automatically assigned to be Acting Principal, whenever the Principal is absent provided he/she has been evaluated exceptional or meets expectation when he/she has acted.

High Schools

1. The Administrative Assistant will be automatically assigned to be Acting Principal, whenever the Principal is absent.

Junior High/Middle School and High School Deans

1. Junior High/Middle School and High School Principals can identify up to two (2) in his/her building to serve as an acting dean when a dean is absent. The identified substitute deans will be approved by the Human Resources Department prior to being utilized by the schools. Teachers will not be assigned to cover a dean's absence four (4) weeks prior to the administration of the achievement/OGT tests should that person teach a subject to be tested.

D. Acting Pay – AFSCME into a TAAP Position

When an AFSCME person is asked to act in a TAAP position under Article 16.05 of the AFSCME Agreement and Article IX of the TAAP Agreement, the employee will be paid as follows:

1. When the acting TAAP assignment will result in the loss of overtime hours that would have been worked in the AFSCME position, the AFSCME person will be paid the current TAAP hourly rate of pay for one (1) hour per day, plus his/her regular AFSCME hourly rate of pay, plus the overtime he/she would have earned at the AFSCME rate of pay in the AFSCME assignment he/she left for the period of time he/she was in the acting assignment.
2. When the acting TAAP assignment does not result in the loss of overtime hours that would have been worked in the AFSCME position, the AFSCME person will be paid the current TAAP hourly rate of pay for one (1) hour per day, plus his/her regular AFSCME hourly rate of pay.
3. It is further understood that in the Transportation Department, under Article 33.30 of the AFSCME Agreement, crew leaders on temporary assignment to the Foreman of Mechanics position will be compensated at an hourly rate which is his/her regular AFSCME hourly rate, any applicable shift differential, plus the TAAP rate reduced to an hourly rate (i.e. current TAAP hourly rate of pay divided by eight (8) hours). This hourly TAAP rate will be paid for each hour the employees serves as crew leader on temporary assignment.

**ARTICLE X –
MATRIX TRANSFERS**

A. Lateral Transfers

1. All matrix persons shall have the right to request a lateral transfer at any time.
2. Requests for lateral transfer shall be made in writing to the Human Resources Office and to TAAP and must be renewed annually.
3. The Human Resources Office shall compile a list of matrix persons requesting a lateral transfer by matrix classification according to matrix seniority. A copy of this list shall be sent to the TAAP President.
4. Consideration shall be given to each request, based on the matrix person's qualifications, certification, appropriate assignment available, and the needs within the district, which shall include state and federal Regulations including Title IX and Civil Rights Legislation.
5. The decision to approve or disapprove a transfer request rests with the Superintendent or his/her designee, however, he/she shall consult with the TAAP President.
6. The status of a lateral transfer request shall be communicated to the matrix person by the Human Resources Office, if requested by said matrix person.
7. Once a matrix request for transfer has been approved, the matrix person requesting the transfer shall be allowed to transfer based on matrix seniority, ahead of any displaced, or newly appointed matrix persons, subject to state and federal regulations, including Title IX or Civil Rights Legislation.
8. Changes of assignment shall take place before the beginning of a school year or semester when possible.
9. The Superintendent's designee shall meet with the TAAP President whenever transfer requests are being considered in order to make appropriate recommendations.

B. Classroom Transfers

1. When a matrix person is transferred to the classroom, the matrix person shall maintain seniority as determined by litigation. This shall not be construed to affect salaries, tenure or other matters

established by statute. Teaching and matrix service will be computed in total for purposes of salary placement.

2. A matrix person who is transferred to the classroom shall lose the matrix seniority he/she has earned except as provided in Article XII.

C. AFSCME Transfers

1. Matrix persons transferred to a Board recognized bargaining unit represented by AFSCME shall be governed by the following language upon their return to a position represented by AFSCME.

"For the purposes of this Article, an employee who leaves the bargaining unit to accept other employment within the Board of Education, shall not be considered to have severed his employment therewith. Accumulation of bidding seniority, however, shall be stayed during such time as the employee is employed by the Board of Education, outside the bargaining unit.

In the event that the employee is returned to the bargaining unit, he or she shall resume that seniority possessed at the time of promotion and begin to add to that seniority."

2. A matrix person who is transferred to an AFSCME bargaining unit shall lose the matrix seniority he/she has earned except as provided in Article XII.

D. General Provisions

1. No matrix person shall be forced to transfer against his/her will without being afforded due process as defined by Article XIII of the TAAP Agreement unless he/she is in a school that is being reconstituted by mutual agreement between the Board and TAAP.
2. This forced transfer statement is not meant to hinder the ability of the system to respond to federal mandates.

ARTICLE XI – MATRIX SENIORITY

1. Matrix seniority shall begin to accrue on the effective date of a person's first matrix appointment as approved by the Board.
2. Matrix seniority will be maintained continu-

ously while the matrix person holds a valid matrix contractual relationship with the Board even if the matrix person should be on leave. Acceptance by the Board of a recommendation for a matrix position is considered a valid contractual relationship.

3. If a matrix person resigns his/her employment and subsequently returns as an employee of the Board, previous seniority will be lost.
4. If a matrix person resigns his/her matrix position to accept a transfer to a teaching position, or an AFSCME position, previous matrix seniority shall be lost.
5. If a matrix person is displaced from the matrix by the negotiated reassignment procedure, his/her matrix seniority will be credited from the point of displacement and will continue as though it were not interrupted when the matrix person is returned to the matrix.
6. All former members of the TAAP bargaining unit, who are promoted to an excluded position can return to the TAAP bargaining unit at the same matrix classification they left from with the seniority they earned during the time they were part of the TAAP bargaining unit, plus seniority which shall continue to accrue while they are in the excluded position. Excluded employees not former members of the TAAP bargaining unit shall accrue matrix seniority only while in an excluded position, except as required by the Ohio Revised Code.

All excluded employees can be placed in the TAAP bargaining unit either through acceptance of a vacancy or through bumping subject to the provision of the reassignment procedure.

ARTICLE XII – MATRIX REASSIGNMENT

A. Application

1. The matrix reassignment procedure as outlined herein shall be applied in concert with Article XI of the TAAP Agreement when:
 - a. there is a reduction in work force in accordance with the Ohio Revised Code.
 - b. matrix positions are eliminated by a termination of state/federal funding
 - c. matrix positions are reduced because of decreased enrollment

d. matrix positions are reduced because of an Administrative/Matrix Reorganization Plan

B. General Provisions

1. Matrix seniority shall be the sole determining factor in implementing the "bumping option" of the matrix reassignment procedure assuming that both factors listed below are relatively equal:
 - a. certification/qualifications
 - b. ability to perform
2. All persons in acting assignments shall return to their previous assignments before any displacements occur.
3. All displacements shall take place at the same time to the extent consistent with efficient operation.
4. A seniority list of displaced matrix persons shall be established with the most senior matrix person at the top of the list and the least senior matrix person at the bottom. This shall be the order for implementing the options as defined in the reassignment procedure.
5. When more than one slot is created by displacements, the displaced matrix person on the seniority list with the most matrix seniority shall have a choice from the available slots for which he/she is qualified/certificated in his/her particular classification.
6. In cases of tied matrix seniority, the matrix person with the greater system seniority shall be considered to have the greater seniority.
7. If there is tied system seniority, the tie shall be broken by a flip of a coin in the presence of the affected matrix persons and an authorized TAAP representative.
8. When a matrix person bumps into a matrix position which requires working a different work year, the matrix person will work the number of days required by the new position.
9. All options must be exercised, otherwise they will be lost.
10. TAAP shall monitor directly the application of the seniority provisions, the general provisions and the reassignment procedures.

C. Matrix Reassignment Procedure

1. When a matrix position (other than Principal) is eliminated, the person holding that position shall be allowed to:
 - a. accept any vacancy that exists provided it is in the same classification and provided that he/she has proper certification/qualifications and ability to perform, or
 - b. bump sequentially the least senior person in any position at his/her class, or to bump sequentially the least senior person in the next class below and so on, provided that he/she has proper certification/qualifications and ability to perform and provided that he/she has greater matrix seniority than the person he/she is bumping.
2. When a principal position is eliminated that position shall be required to:
 - a. pick a vacant principalship at his/her class or below provided there are enough vacant principalships to accommodate the number of principals displaced.
 - b. if there are not enough principalships available to accommodate the number of principals displaced follow C-1-a-b above
 - c. exercise super seniority rights earned as a result of achieving the requirements of the Leadership Incentive Program

If a principal is required to select a vacant principalship (in C-2-a) below his/her current matrix classification he/she will retain his/her salary (including subsequent improvements) from his/her previously held position for as long as he/she remains displaced. If/when a principalship becomes available at the class he/she left he/she will be allowed to return to that class in order of seniority. If he/she refuses the right to return his/her salary will be adjusted to reflect the current matrix classification.
3. A matrix person bumped under this procedure shall be considered to be displaced and shall be reassigned pursuant to the procedures established above.
4. Matrix persons for whom there exists no matrix assignment shall return to the classroom under the provisions of Article X-B-1, or, to the non-teaching unit under the provisions of Article X-C-1.

5. Matrix persons displaced under C-1-a-b, or C-2-a-b, will be placed on a matrix recall list and shall be offered the right to return to the matrix and/or their original matrix classification with the person possessing the greatest matrix seniority having the first choice of any vacant or newly created matrix position provided it is in the same classification or lower as the one vacated by the person on the recall list provided that the person is properly certified/qualified.
6. Any positions which become available at a classification higher than any previously held by a matrix person on the recall list will be advertised and must be filled by someone currently on the matrix or someone on the recall list provided there is proper certification/qualification. Any matrix person on the recall list who wishes to be considered for a position as described above must apply for it.

ARTICLE XIII – MATRIX DISCIPLINE

Any member of the administration and/or designee may request a meeting with a matrix person under his/her supervision to discuss specific matter(s) of concern which could lead to a request for a continuing disciplinary investigation. When such concern exists, the following sequential process shall be utilized.

A. Due Process Provisions

1. The matrix employee whose conduct or action is the subject of such a meeting/investigation shall be entitled to:
 - timely and adequate notice of the conduct or action complained of on prescribed forms (see Appendix A);
 - reasonable time to prepare an answer or response; and
 - representation by TAAP at such meeting/investigation and other reasonable procedures affording due process.
2. Any meeting/investigation which is not held in accordance with the above provision shall not be considered a part of the matrix person's personnel file or record and neither the fact of the meeting/investigation nor any statements made at the meeting/investigation may be used in any subsequent Board or arbitration proceeding involving the matrix person.

B. Progressive Discipline

1. Where appropriate, principles of progressive discipline shall be followed. Progressive discipline normally provides written warning(s) and suspension(s) of appropriate length prior to or in lieu of termination. It is recognized, however, that not in every case is a written warning required, and in a case of serious misconduct, immediate termination may be appropriate. Depending on the seriousness of the misconduct involved, one or more steps in progressive discipline may be eliminated.

C. Three (3) Step Process

1. Step 1: Informal Level
 - a. An administrator desiring to informally discuss a specific matter of concern which may lead to a continuing disciplinary investigation with the matrix person under his/her supervision, shall upon consultation with his/her supervisor, notify the matrix person and TAAP in writing on prescribed forms (see Appendix A) of the conduct or action in question, the date, time, and place of the meeting requested, and the right of the matrix person to have an authorized representative of TAAP present.
 - b. A TAAP representative shall be permitted to be present.
 - c. Every effort should be made to resolve the matter in question at the informal level.
 - d. If the matter is resolvable then a record of the meeting along with the prescribed resolution of the matter shall be submitted to the matrix person's personnel file or record in accordance with Article XV of the TAAP agreement.
2. Step 2: Continuing Disciplinary Investigation
 - a. If the matter in question is not resolved, or cannot be resolved at Step 1, or in the case of a serious matter, the supervising administrator, or TAAP, may, within ten (10) days from his/her knowledge of the serious matter, or within five (5) work days from the date of the informal meeting held at Step 1, submit a written request for a continuing disciplinary investigation to the Human Resources Office. Such requests shall conform with all provisions of this Article.

- b. A TAAP representative shall be permitted to be present.

3. Step 3: Continuing Disciplinary Investigation Report

- a. The appointed designee of the Human Resources Office shall be empowered to hear testimony, examine witnesses, and review all relevant material pertaining to the continuing disciplinary investigation, for the purpose of issuing a report to the Superintendent, or his/her designee, for his/her decision/recommendation

The administration will make all efforts to keep the Continuing Disciplinary Investigation Report confidential until the Superintendent or his/her designee has rendered a decision, or recommended action to the Board of Education.

- b. The Superintendent or his/her designee shall render a decision or recommend action to the Board of Education.
- c. A copy of the decision, issued by the Superintendent or his/her designee or by the Board of Education shall be placed in the matrix person's file subject to Article XV.
- d. Copies of the decision shall be sent to all parties concerned. If the decision is appealed by the matrix employee or TAAP, the appeal shall follow the procedures as outlined herein.
- e. the matrix person has the right to submit a written response which shall be attached to the decision.
- f. A decision to terminate an STRS matrix person shall conform to Article VII, E, herein.
- g. Prior to changing the status of a matrix person who has been suspended with pay pending a continuing disciplinary investigation, the matrix person shall be given the opportunity to meet with the Superintendent or his/her designee, and the TAAP President, or his/her designee, to discuss the recommended change in pay status.
- h. If the matrix person fails to attend, action may be taken in his/her absence.

- i. In accordance with Article VII-E of the TAAP Agreement, TAAP reserves the right to accept a decision of the hearing officer as final and binding and in that case further appeals by the matrix person through the grievance procedure or to arbitration are not permitted. This right applies to warnings and suspensions as well as terminations and non-renewals.

**ARTICLE XIV –
COMPLAINTS AGAINST MATRIX
PERSONNEL**

1. Complaints against matrix personnel presented by individuals or groups outside the school system, with the exception of sexual harassment complaints, shall be handled as prescribed by Article XIII and Article XV.
2. Sexual harassment complaints shall be handled in accordance with established Board policy. If a sexual harassment complaint enters the disciplinary process for matrix persons as set forth by Article XIII of the TAAP agreement, TAAP shall be provided, prior to any disciplinary hearing for the record, copies of all materials contained in the Civil Rights Affirmative Action File which the Board intends to pursue in its proceedings.

**ARTICLE XV –
PERSONNEL FILES**

Official matrix files shall be maintained only in the Human Resources Office under the following circumstances:

1. After a matrix person is employed, no material concerning his/her conduct, service, character or personality shall be placed in the file unless he/she is permitted to read the material. The matrix person shall acknowledge that he/she has read such materials by affixing his/her signature and the date on the actual copy to be filed with the understanding that such signature merely signifies that he/she has read the material to be filed and does not necessarily indicate agreement with its content. If the matrix person refuses to sign, a dated note to that effect will be attached to the material. However, an incident which has not been reduced to writing within

three (3) months of the knowledge of its occurrence may not be added to the file later.

2. The matrix person shall have the right to answer any material filed and his/her answer shall be attached to the file copy.
3. Upon appropriate request by the matrix person for an appointment, he/she shall be permitted to examine his/her file in the presence of a member of the Human Resources Office. An authorized representative of TAAP may inspect the file upon written consent of the matrix person.
4. The matrix person shall be entitled to a copy of any material in his/her file except for material originally supplied to the administration as confidential previous to employment or confidential recommendations for a matrix position. If TAAP is asked to file a grievance on behalf of the matrix person, TAAP shall also be entitled to a copy of any material in the matrix person's file, upon written request from the matrix person involved, to the Human Resources Office. Cost of reproducing the material will be paid by the matrix person.
5. Material will be removed from the file when a matrix person's claim that it is inaccurate or unfair is sustained by a committee composed of the president of TAAP or the grievance chairman of TAAP and a representative of the Human Resources Office. This committee shall inspect material and hear available evidence.
6. Derogatory materials from parents or others outside the educational field shall not be placed in a matrix person's file under any circumstances, until he/she has had an opportunity to review and reply in writing. Such reply shall be attached to the file copy. Under no circumstances shall unsigned material be put in the file.
7. No other files containing charges, complaints, evaluations, comments, or accusations against matrix persons shall be maintained by any other office in the school district with the exception of the Employee Assistance Program and the Civil Rights Affirmative Action File and grievance files.
8. Whenever a request is made by someone outside the school district and/or outside the scope of their duties, to review an employee's personnel file, the employee and the TAAP President will be notified. The employee and the TAAP

President will also be notified what materials if any were copied.

9. Under no circumstances will any TFT evaluation of any matrix person be placed in their file. Only evaluations authorized pursuant to this agreement shall be placed in the employee's personnel file.

ARTICLE XVI – SYSTEM MANAGEMENT

A. Closing School

1. Whenever the health and/or safety of the student body and/or the faculty or both is/are in jeopardy, schools shall be closed only after receiving approval of the Superintendent or his/her designee.
2. When it is officially announced that the entire school system is closed, matrix personnel shall not be required to report to work unless directed by the Superintendent or his/her designee. Any matrix person required to work shall be compensated at the negotiated hourly rate for the time worked plus their daily rate.

B. School Delays

1. In the event that the Superintendent of Schools announces a two (2) hour delay because of inclement weather, matrix persons shall report to work to their respective assignments two (2) hours after their normal reporting time and shall leave work at their regular scheduled time.
2. All matrix persons required to report to work during the weather delay by the Superintendent/Treasurer or his/her designee shall be compensated in accordance with Article XVI-A-2 of the TAAP Agreement.

C. Acting Assignments on Inclement Weather Days

1. Matrix persons serving in an acting assignment will be paid for any inclement weather day that he/she was scheduled to work should that person have worked the day prior and the day after that inclement weather day; or if the inclement weather day would be the third (3rd) consecutive/cumulative acting day as outlined in IX-B-2.

D. School Mail

1. Regular daily pony express service shall be provided to all school buildings whenever a building principal is on duty. Delivery will also be made to the TAAP office, the School Assistance Centers, and satellite sites on a regular school schedule. Bulk deliveries will be made to all school buildings, the TAAP office, School Assistance Centers, and satellite site within reason.

E. Teacher Transfers and Assignments

1. The posting of teaching assignments for new hires and/or transfers will identify current building reform models/efforts, i.e. Direct Instruction, Success For All, looping, block scheduling, clustering, SDOs, Small Schools, Gender Academies, and/or inclusion, etc. New hires and/or teacher transfer applicants are expected to fully participate in building reform models/efforts as posted.
2. The principal, provided that he/she is available, or can be contacted, shall have the opportunity to interview his/her potential hires. Once the interview has been completed, the principal will notify the Human Resources Office identifying his/her top two (2) choices. The Human Resource Office will honor the principal's selection, unless specific licensure requirements and/or limited selectees preclude honoring the principal's preference. This language does not preclude specific contractual language governing special schools/academies.
3. No Board employee shall be transferred or reassigned without consulting the receiving supervisor if he/she has been evaluated as unsatisfactory on his/her most recent evaluation report.
4. The principal, after consultation with the assistant principal if he/she is involved, and the department director may request that an employee be transferred from the building for just cause.
5. When teacher transfer requests are granted, the Human Resources Office shall immediately notify the two (2) building principals concerned and the appropriate school improvement leader by phone, fax, and/or e-mail. This notification shall occur twenty-four (24) hours in advance.

F. Student Teachers, Paraprofessionals and Other University Personnel

1. The sole responsibility for assignment of a student teacher, graduate assistants and other university personnel shall rest with the Superintendent or his/her designee assigned that responsibility.
2. This responsibility has been assigned to a matrix person and TAAP and the administration have mutually established a supplemental rate to perform such duties. Matrix persons will be provided an opportunity to apply for this supplemental position.
3. The cooperating teacher's responsibility with the university student shall be cooperatively developed by the principal, university supervisor and the teacher involved.
4. The number and assignment of paraprofessional employees shall be determined after consultation with the principal involved. Program directors shall be consulted when his/her related program is involved.
5. The principal shall have the right to recommend paraprofessionals who are to be assigned to his/her building.

G. Secretarial

1. In elementary schools, the secretary of the highest classification will work the same schedule as the principal.
2. Additional clerical staff assigned to an elementary building have the option of working the same schedule as the principal. This schedule shall be mutually determined by the principal, secretary, and supervisor.
3. Appropriate matrix personnel (i.e. principals, directors, etc.) shall have the authority to authorize overtime pay for secretaries not to exceed twelve (12) hours.
4. Requests for additional secretarial help/overtime above that normally provided shall be made to the Human Resources Office.
5. TAAP will be advised of, and consulted concerning changes in the clerical staffing formula.

H. Legal Action

Whenever, in the performance of his/her duties as a matrix employee and in carrying out the responsibilities thereof, a matrix person becomes the object of any job related legal action directed against him/her, the Board of Education will provide such matrix employee with full legal service to the extent provided by the district's liability insurance policy.

I. Liability Insurance

The TAAP President will be provided a copy of the school district's liability policy.

J. Collaborative School/Department Improvement Plan

Each school and department will establish collaborative improvement plans. The school improvement plans will be jointly developed by the building principal and building representative. These plans will include short term and long term goals and objectives, along with a plan of action and an evaluation process. Each department will also cooperatively develop their own short term and long term goals to improve their support operations.

It is understood that these plans for non-site based management schools and/or departments will not be part of the evaluation process.

A paid inservice meeting will be held for the principals, building representatives and appropriate department personnel to discuss the preparation of such plans.

It is further understood that appropriate departmental support services shall be provided to the buildings as defined within the TAAP agreement to insure the achievement of the collaborative school improvement plans.

The School Assistant Center Coordinator or his/her designee will be included in the development of School Improvement Plans when the schools put together the Special Services component of the plan.

In the event that all teachers in a given building receive additional compensation for successfully completing the pre-determined goals (i.e. academic, attendance, tardiness, special education) the administrative team in that building will receive equal compensation.

K. Extended Workday/Workweek for Foremen

Building maintenance projects, cleaning building(s)/gym(s) after evening events, and controlling the temperature of buildings on early winter mornings when no building operator substitute is available if determined to be an emergency by a foreman's immediate supervisor, will require supervision to make sure that the work gets done in a timely and efficient manner. When a foreman is required to extend his/her regular workday to supervise an above mentioned "emergency" by his/her immediate supervisor, he/she will be eligible for an extended time payment.

When a foreman is required to extend his/her regular workweek to supervise an above mentioned "emergency" situation by his/her immediate supervisor, he/she will be eligible for payment at the rate of his/her regular daily rate.

ARTICLE XVII – ADMINISTRATIVE RESPONSIBILITIES

1. A matrix person shall make a recommendation to his/her immediate supervisor concerning the appointment of any matrix personnel under his/her immediate direction and/or supervision (the immediate supervisor of principals for this section will be the Superintendent) except in those instances where the matrix reassignment provisions of the Agreement take precedence.
2. The building principal shall have the authority to establish work day hours for those matrix persons assigned to his/her building in compliance with the work day defined in this agreement.
3. The building principal shall have the authority to identify those matrix persons in the building to receive a supplemental contract for additional assignment on a temporary basis. The reference to supplemental contract shall not apply to positions in the teacher bargaining unit, unless no teacher is interested.
4. The building principal shall be responsible for all paraprofessionals assigned to his/her building in accordance with the paraprofessional contract. When a central administration department is involved with the duties of such an employee, the department will coordinate their activities with the principal.

5. The building principal shall have the authority to deploy his/her permanent matrix staff (in the cafeteria, halls, etc.) in the building to assist in building control.
6. The ultimate responsibility for supervision and evaluation of teachers and recommendation to the Superintendent for contract status rests with the principal, or his/her designee, or, any supervisor who has evaluation responsibilities in accordance with the teacher contract or the Intern Board of Review. The principal and/or any supervisor will be responsible for the evaluation of all teachers after the first (1st) year, unless the teacher is referred to the Intervention Program. The principal has the right to enter the classroom of any teacher, at any time, for the purpose of observation. The supervisor has the right to enter the classroom of any teacher that he/she supervises at any time for the purpose of observation.
7. The building principal has the authority and obligation to recommend an experienced teacher for intervention on his/her own; or, as a result of a recommendation made to him/her by a supervisor.
8. All Toledo Public School employees working within the building will be responsible to the principal or his/her designee in accordance with the appropriate collective bargaining agreement(s).
9. All Toledo Public School employees reporting to a building are required to report to the main office and sign in to inform the principal or his/her designee of their arrival in the building.
10. All persons (parents, agencies, union officials) reporting to the building are required to report to the main office and sign in to inform the principal or his/her designee of their arrival in the building.
11. Principals of elementary schools shall have the authority to determine the length of the lunch period.
12. Principals of elementary schools shall have the authority to determine whether his/her school will have school-wide recess attached to the lunch period.
13. The building operator shall provide the principal with a work schedule of each custodial employee assigned to the school.
14. The cafeteria manager shall provide the principal with a work schedule of each cafeteria worker.

15. The building principal, or his/her assistant shall have the authority to open his/her building.
16. The principal will have the authority to establish building policy upon consultation (this does not necessarily imply agreement) with the building committee. When specific Board policies and/or administrative regulations exist, building policies must be in conformance. When specific Board policy and/or administrative regulations do not exist, the building policy established will have the force of Board policy for purposes of enforcement.
17. Any matrix person who is required to cover classroom(s) due to: lack of sufficient substitutes/refusal of regular teachers to accept additional students will receive the TAAP negotiated hourly rate. Such payments will include compensation for all time spent in the assignment. When more than one (1) class needs to be covered, the hourly rate shall be paid for each class covered.
18. The building principal shall notify the appropriate building people at the site (assistant principal, secretary, teacher-in-charge) if he/she is going to be out of his/her building for a short period of time on a school related matter.
19. Building policies established between one (1) principal consulting with his/her building committee do not automatically carry over when a new principal is appointed.
20. The Human Resources Office will notify all principals and directors who have supervisory duties, as soon as possible, in the fall and in January, when members of their staff (teachers and matrix persons) must renew their license. However, the responsibility for renewing a license rests with the employee. (Forms to apply for licensure should be sent with the list(s).
21. The building principal shall have the authority to assign classrooms to the teaching staff.
22. With regards to building committee meetings, the building principal shall have the authority to:
 - a. mutually establish the building committee meeting agenda
 - b. designate an objective person to take the minutes
 - c. sign-off on the minutes taken by the designated note taker

- d. determine which matrix staff, if any, he/she needs in attendance as resource people at building committee meetings.
23. The building principal shall have the authority to require and check lesson plans in accordance with the teacher contract.
24. The building principal is the District's representative to assure that teachers are utilizing District Pacing Guides and District Adopted Textbooks.
25. The building principal will have access to all teacher gradebooks.
26. The building principal shall have the authority to reassign and/or redistribute class loads in accordance with the teacher contract.
27. The building principal will report to his/her supervisor when he/she determines that an emergency in his/her building requires him/her to stay and not attend a mandatory meeting.
28. Principals will not be required to pick-up bulk items from the administration building (i.e. tests, emergency medical forms etc.).
29. The building principal or his/her designee shall have the authority to administer and recommend appointment or, non-renewal of personnel to all school supplemental contracts, excluding those supplemental contracts that fall under the authority of the school athletic committee.
30. The building principal will direct custodians, building operators, cafeteria workers, campus protection officers and miscellaneous laborers in the event of short term emergencies and/or immediate areas of concern such as: trash removal, event set-up/breakdown, control of ventilation/heat, snow removal salt application, floor cleaning/mopping, restocking restroom supplies, body fluids clean up, relocation of classroom equipment, etc. Proposed long term adjustment of job duties will be discussed with area managers/foremen.
31. If a building principal disagrees with the recommendation of an Intern Consultant regarding the employment status of a teacher in his/her building the principal may request to testify in the Intern Board of Review Meeting.
32. Prior to submitting the Observation Form and/or presenting to the Intern Board of Review the principal will submit to the appropriate Assistant

Superintendent his/her Summary Evaluation for review, revision, and presentation preparation.

33. The Superintendent will consult with the TAAP President regarding the appointment of one (1) principal to serve on the Intern Board of Review for a one (1) year term.
34. The building principal has the authority to initiate disciplinary proceeding in accordance with the AFSCME contract. The Board agrees to provide training for the building principals.

ARTICLE XVIII – STUDENT DISCIPLINE

A. Student Discipline Code

1. The Board's discipline code shall be the primary instrument utilized to administer discipline in the Toledo Public Schools.
2. Any review of, or modification to the Student Discipline Code must include TAAP as an equal participant.

B. Responsibility

1. The overall responsibility for discipline within a school rests with the principal, who is concerned with the well-being and welfare of both students and staff.
2. The principal, where appropriate, may delegate the responsibilities for the day to day administration of discipline.
3. The principal or his/her designee shall have the right to establish building policies to cover those discipline situations not addressed by the discipline code.
4. The building principal, or his/her designee shall have the right to register an objection to a decision of the pupil personnel center supervisor(s) to the Superintendent for the purpose of affecting future decisions.
5. The central administration may offer advice, guidance and consultation regarding a discipline decision in a school; but, will not strive to direct the results of discipline decisions.
6. When it has been determined that a student is improperly attending a school due to misleading residency information, the student must be transferred to the appropriate school.

Any exception to this provision requires that an

out-of-district permit be approved by the receiving principal, the appropriate cross-categorical supervisor and/or the appropriate Cabinet person.

7. No student who has been properly excluded will be sent back to school prior to serving the exclusion; unless, there has been a modification by the appropriate pupil personnel supervisor. This provision shall not be construed so as to preclude a modification on appeal of the penalty imposed.
8. Once a student discipline case has been referred to a pupil personnel center, central administration may offer advice, guidance and consultation, but; will not strive to direct the results of the hearing.
9. The Board recognizes the importance of supporting administrators in potential job related litigation and legal issues. In the performance of his/her duties, a Supervisor and/or building principal, or his/her designee may request the presence and/or advice of the Board Attorney through the Chief of Staff. If the request is denied, the appropriate assistant superintendent will provide direction as to the manner in which the administrator should proceed prior to meeting with an attorney.
10. If a special education student is referred to a pupil personnel center for an expellable offense, the center supervisor must hear the case provided that all appropriate procedures are completed at the building level per IDEA.

C. Student Attendance Hearings

Whenever there exists a verifiable backlog of attendance hearing for students who have fifteen (15) or more unexcused absences during the school year, which cannot be accommodated by the current matrix staff at the pupil personnel centers during the normal business hours, the director, pupil placement can authorize the following procedures to be implemented:

- pupil personnel center supervisors will conduct as many hearings as possible utilizing extended time paid at the TAAP hourly rate
- if additional help is required to complete the attendance hearings the utilization of retired administrators will be discussed with the TAAP president.

D. Non-Attending Students

TAAP and the administration will annually plan and co-host an in-service for all secondary principals and matrix personnel that record and monitor student attendance or conduct attendance hearings for both regular and special education students. Two (2) sessions will be held after the work day to accommodate the schedules of those attending. Participants will be paid at the hourly rate.

The policies and procedures to be followed regarding the non-attendance of special education students can be found in the School Assistance Center Standard Operating Procedures Manual.

ARTICLE XIX – MATRIX INTERN PROGRAM

There is hereby established a Matrix Intern Program subject to cancellation in its entirety by either the Board or TAAP. Details of the operation of that program are established by mutual agreement in The Leadership Model.

ARTICLE XX – MATRIX INSERVICE AND/OR MATRIX TRAINING PROPOSALS

A. Matrix In-Service and/or Matrix Training Proposals

1. District wide matrix in-service and/or all matrix training proposals developed by the Board will be presented to TAAP (through the TAAP Leadership Steering Committee) for its review and discussion before any implementation thereof. Such programs and training will be jointly agreed to, jointly planned, and jointly presented.
2. TAAP funds (funds specifically negotiated for; or, allocated to, jointly sponsored training programs such as the TAAP Leadership Program and the Urban Leadership Development Program (ULDP) will not be used for matrix in-service or training programs with which the TAAP Leadership Program Steering Committee does not agree.
3. Planning and/or input for matrix in-service and/or matrix training will be provided through the TAAP Leadership Program Steering Committee.

4. The Board shall honor its commitments, including funding commitments to the ULDP through a learning partnership signed by the University of Toledo, the Board, and TAAP.
5. The Board and TAAP may engage in joint planning with representatives from any college for the purpose of establishing programs of mutual benefit so long as the engagement is approved by the TAAP Leadership Program Steering Committee and so long as the Board honors its commitment under paragraph four (4) above.
6. Matrix persons who are required to attend in-service outside their work day/work year will be paid at the mandated rate for required in-services.
7. Should matrix personnel attend a professional development session with members of other bargaining units the matrix person will be paid at an hourly rate equal to; or, higher than others attending the in-service.
8. The TAAP Leadership Program Steering Committee will be recognized as the District-wide sponsor of matrix professional development.
9. All professional development must be submitted to the TAAP Leadership Program Steering Committee for review. Leadership Academy approval is required prior to the professional development for all matrix persons. Further, professional development for teachers that may be beneficial for matrix personnel shall be open to matrix participation.
10. Upon submission of completed/verified certificates the LPDC will validate and return contact hour certificates.
11. TAAP Leadership Program Steering Committee will also be responsible for reviewing PGC proposals submitted by matrix persons and the Retirement Recognition Program.

B. TAAP Leadership Program

1. TAAP Leadership Academy
The TAAP Leadership academy is an annual, thematic in-service/training academy for matrix persons designed to inform/educate them regarding "best practice" school/workplace reforms.
2. TAAP-START
TAAP-START, a training program for administration is found in The Leadership Model. TAAP

Specific Technical Administrative Responsibilities Training (TAAP-START) will require each newly appointed/promoted matrix person to complete a specific, technical, administrative responsibilities training program successfully, during the early months of his/her new matrix position with a concentrated pre-service program as appropriate. TAAP and the administration will mutually develop the format, write the curriculum, teach the individualized units, and design the evaluation instrument.

3. TAAP Leadership Programs
Steering Committee

TAAP Leadership Programs (TAAP Leadership Academy and TAAP-START) shall be governed by an eleven (11) member TAAP Leadership Programs Steering Committee appointed by TAAP and chaired by the TAAP Leadership Program Director.

4. TAAP Leadership Program Budget

Effective August 1, 2008, the budget amount will be one hundred thousand dollars (\$100,000). The TAAP Leadership Program budget shall be administered by the TAAP Leadership Program Steering Committee. Any monies not spent during the fiscal year shall be carried over to the next year. Expenditures from this shall include: printing costs, secretarial stipends, supplies, and special presenter stipends.

5. TAAP Leadership Program Director

- a. A matrix person shall be appointed to serve as TAAP Leadership Program Director and shall be paid the appropriate stipend as outlined in the TAAP Agreement.
- b. The TAAP Leadership Program Director shall be responsible to the President of TAAP and the Assistant Superintendent, Human Resources
- c. The TAAP Leadership Program Director shall be responsible for the development of the TAAP-START Program including: establishing the in-service agenda, procuring the staff to teach the units, and locating the appropriate site(s) for the in-service meetings.
- d. The TAAP Leadership Program Director shall also be responsible for coordinating the Peer Mentor, as well as, the Matrix Intern Program. As such he/she shall coordinate the training available under all three (3)

programs, forward descriptive information concerning available resources, meet regularly with peer mentors to share information and ideas, and track appointees and interns.

- e. The TAAP Leadership Program Director shall administer a budget of one hundred thousand dollars (\$100,000) which will be allocated annually. Any monies not spent during the fiscal year shall be carried over to the next year. Expenditures from this budget shall include: printing costs, secretarial stipends, supplies, and special presenter stipends.

C. Participation in the TAAP-START Program

Participation in the TAAP-START Program for all newly appointed/promoted matrix persons is mandatory and takes precedence over all other responsibilities.

D. General Provisions

1. The administration will make every reasonable effort not to schedule paid in-services during a matrix person's work day.
2. Matrix personnel in attendance at in-services conducted by the Board shall be compensated consistent with the following guidelines:
 - a. payment shall be made when other staff members are compensated.
 - b. payment shall be made when money is provided for specific in-services
 - c. payment shall be made when in-service meetings are scheduled for weekends; or, other days not scheduled for matrix persons to work
 - d. full day mandatory in-services, which are scheduled during the work year of matrix persons in August and/or June have a significant impact on the duties necessary for the opening, or closing, of schools, therefore a matrix person may apply for extended time in accordance with Article VIII-A of the TAAP Agreement
 - e. the rate per hour shall be the rate negotiated by TAAP in this agreement, unless there is mutual agreement by the union(s) participating to accept other arrangements
 - f. matrix persons attending mandatory in-services will be paid at the specific rate for mandatory in-services
 - g. payment for in-services for matrix persons shall not begin prior to the end of the sched-

uled work day (with the exception of d above) for a school building administrator, and 4:30 p.m. for all other administrators, payment shall be calculated to the nearest fifteen (15) minutes.

3. In-service and/or general orientation meetings shall be held for newly appointed matrix personnel by their immediate superior.
4. Matrix persons who provide in-service instruction outside of their work day/work year shall be compensated the one and one-half (1 1/2) times the negotiated hourly rate for each one (1) hour in-service presentation that takes place outside of the work day/work year. Presenters will be paid an additional two (2) hours at the TAAP hourly rate for preparation of an initial presentation. If that presentation is repeated there will be no additional preparation time.

Should a curriculum director chair a textbook committee for which he/she has not been selected, the curriculum director shall be compensated at one and one-half (1 1/2) times the negotiated hourly rate for time spent outside the work day/work year.

E. Local Professional Development Committee (LPDC)

1. The Local Professional Development Committee (LPDC) will be composed of four (4) teachers and one (1) building level matrix person appointed by TAAP, and one (1) Human Resource Director mutually selected by the Executive Assistant to the Superintendent for Human Resources and the TAAP President.
2. The LPDC shall review and approve course work, CEU classes, workshops, and activities which will be used to satisfy Ohio Department of Education (ODE) licensure/certification requirements and may award credit for school district sponsored in-service seminar programs.
3. If/when a matrix person appeals a decision by the LPDC he/she has the right to request that the committee of the LPDC that will review his/her appeal will consist of two (2) administrators and one (1) teacher.

**ARTICLE XXI –
SCHOOL BUILDING ORGANIZATION**

A. Emplementation of Staffing Formulas

Because the Toledo Public Schools is in the process of a major school reconstruction and school reconfiguration project it is necessary to utilize two (2) staffing formulas for elementary, junior high/middle schools, and high schools. The old staffing formula will be phased out and the new staffing formula will be phased in as construction/renovation of buildings is completed. The Staffing Formulas address the following building configurations:

Elementary Schools

K-6

K-5

K-8

Middle Schools

6-7-8

7-8

High Schools

1. The sum of the official October Enrollment Report shall be the instrument used for the purpose of establishing:
 - a. elementary assistant principals
 - b. elementary counselors
 - c. second (2nd) junior high/middle school assistant principals
 - d. second (2nd) and third (3rd) junior high/middle school counselors
 - e. second (2nd) junior high/middle school dean
 - f. fourth (4th) and fifth (5th) high school counselors
2. Once an elementary school qualifies for an assistant principal; or, junior high/middle school qualifies for a second (2nd) counselor and/or a second (2nd) dean, they will not lose the position(s) unless seven (7) below is triggered or the student enrollment in an individual school falls below 75% of the minimum student population established as the standards for staffing and that decline in enrollment is not then known to be of temporary duration.
3. If/when the official October Report calls for the reduction of the third (3rd) counselor in the junior high/middle school or the fourth (4th) and/or fifth (5th) counselor in the high school, the matrix person with the least matrix seniority shall be noti-

fied in writing by the Human Resources Office that he/she shall be the one reduced. The Human Resources Office will also notify the appropriate school principal.

4. Matrix person(s) displaced because of decreased pupil enrollment shall have the right to return to their original assignment, if and when such opening exists, provided a request in writing for such return is made to the Human Resources Office. Such requests must be updated annually.
5. An official October Report will be sent to the TAAP office when it is finalized each year.
6. In the event that school closing, reduction in district-wide enrollment which necessitates suspension of contracts pursuant to Section 3319.17, or major reduction in available funding makes it economically unfeasible to operate the staffing levels herein, the Superintendent and the President of TAAP shall enter into discussion concerning methods available to meet such financial problems and reach agreement on the actions to be taken.
7. Any reductions from present staffing levels necessitated by these formulas shall be made at the rate of one (1) per year per building.

B. Elementary Schools

1. Staffing
 - a. All elementary schools shall have a principal unless there is mutual agreement between TAAP and the Superintendent to combine some assignments.
 - b. In those cases where a principal is responsible for two (2) buildings, the principal shall be paid \$2,275 above that which the combined enrollment of both buildings would indicate. These buildings must be two (2) or more separate buildings, not on the same campus; or, where due to OSFC considerations it requires using the old school, as well as the new school because enrollment exceeds the capacity of the new school; or, those facilities that require designated administrators to be responsible for them by the State Department of Education.
 - c. Those elementary schools (not rebuilt/renovated yet) whose sum of the official October Enrollment Report equals five hundred (500) shall be assigned an assistant principal.

Glendale-Feilbach and Stewart shall be entitled to an assistant principal irrespective of the elementary staffing formula.

- d. The construction and capacity of a new school, as well as, schools that have changed their configuration of grades requires the following staffing formula:

K-5 ELEMENTARY SCHOOLS

- Those elementary schools (K-5) whose sum of the official October Enrollment Report equals three hundred ninety-nine (399) students shall be assigned an assistant principal.

K-6 ELEMENTARY SCHOOLS

- Those elementary schools (K-6) whose sum of the official October Enrollment Report equals three hundred ninety-nine (399) students shall be assigned an assistant principal.

**K-8 ELEMENTARY SCHOOLS
(EXCLUDING ACADEMIES)**

- The definition of a K-8 school for the purposes of implementing this section will be the combination of a self-contained K-5 school with a 6-7-8 middle school configuration; or the creation of a K-8 school by a K-5, or a K-6 school that retains its own students by adding sixth (6th), seventh (7th), and eighth (8th) grades.
- In the instance of a K-8 building as defined above there will be one (1) principal, one (1) assistant principal, one (1) counselor, and one (1) dean of students.
- The principal shall appoint the counselor as guidance director.
- A second (2nd) assistant principal will be added if the K-8 school reaches an enrollment of five hundred (500).
- Additional deans and counselors will be added as follows:
Enrollment of 800 add second (2nd) counselor
900 add second (2nd) dean of students
1,000 add third (3rd) counselor

- e. Each elementary school shall receive the services of an elementary counselor on the basis of one (1) general fund counselor for every 2.9 buildings excluding the K-8 buildings. Elementary counselors will be attached to School Assistance Centers and assigned to elementary schools on an equitable basis except where counseling services are provided through a school-wide grant.

Principals of K-8 buildings shall appoint a counselor as Guidance Director.

If an elementary counselor serving a separate facility is asked/required to schedule students he/she shall be eligible for Guidance Director pay.

- f. The following elementary schools will be assigned a full-time dean: Sherman and Whittier.

If/When additional funds become available TAAP and the Board will mutually agree upon the placement of additional elementary deans.

2. Elementary Principal Pay Classification

- a. Elementary principal pay classification shall be based on enrollment as recorded in the Official October Enrollment Report.

The following is the matrix classification for elementary buildings

Class	Enrollment
2	750 +
3	600 - 749
4	400 - 599
5	Less than 400

- b. Once an elementary principal has been assigned a pay classification, he/she will not be reclassified unless there is an increase in the student population which qualifies the building principal for an immediate pay upgrade.

3. Lunchroom Supervision

The Board acknowledges that if the role of the principal is to be the instructional leader of his/her building than requiring the principal to serve as the lunchroom supervisor is not a productive use of his/her time. The Board agrees to meet with a committee of elementary principals selected by TAAP to develop and implement a plan to provide additional support for the cafeteria by January 1, 2009.

4. Proficiency Testing Responsibilities
Proficiency testing responsibilities and guidelines can be found in Article XXV-E.
5. Evening Kindergarten Registration
If it is the desire of the district to offer the option of evening Kindergarten Registration the following will be followed:
 - it will be offered to all elementary schools
 - participation is voluntary and determined by the Principal
 - a district-wide survey will be conducted to determine participation and dates
 - Principals will be paid three (3) hours at the established TAAP hourly rate.
6. Parent/Teacher Conferences
 - a. Principals will determine parent/teacher conference times by polling the school teaching faculty.
 - b. The principal will construct and distribute the appointment schedule to the teaching staff.
 - c. If the District desires to schedule additional parent/teacher conferences beyond those established by the District Calendar the principal will be paid at an hourly rate calculated as a pro-ratio based on the average daily rate of elementary principals utilizing a one hundred ninety (190) day work year divided by a seven hour and fifteen minute day.
7. Academic Initiatives
 - a. When a District-Wide academic initiative and/or a School based academic initiative has been approved by the School Improvement Committee (see Article XXIV) the impact of the academic initiative (District-Wide and/or School based) on matters of salary, fringe benefits and all other conditions of employment (see Article I-B) will be negotiated with TAAP.
8. Grove Patterson Academy
 - a. The work year of the Grove Patterson Academy Principal will be extended five (5) days at his/her daily rate (222 days to 227).
 - b. The Principal of the Grove Patterson Academy will be paid a supplemental contract in the amount of \$5,000 to compensate him/her for the longer work day. This supplemental

contract will be included in all appropriate daily rate calculations.

- c. It is understood that changes to the staff selection process at the Grove Patterson Academy must be negotiated with TAAP as an equal participant.

9. Old West End Academy

- a. The principal of the Old West End Academy will be paid a supplemental contract in the amount of \$5,000 to compensate him/her for the longer work day. This supplemental contract will be included in all appropriate daily rate calculations.
- b. The Board agrees to hire teachers at the Old West End Academy the same way they are hired at the Grove Patterson Academy.

C. Middle Schools

1. Middle School Staffing

- a. Each middle school shall be staffed with one (1) principal.
- b. Each middle school shall be staffed with one (1) assistant principal.
- c. Each middle school shall be staffed with one (1) dean.
- d. Each middle school shall have one (1) counselor.
- e. Each middle school whose sum of the October enrollment report equals the following shall receive support matrix persons as follows:
 - 600 add second (2nd) counselor
 - 700 add second (2nd) dean
 - 1,000 add third (3rd) counselor
- f. The principal shall appoint a counselor as guidance director.
- g. In those cases where a principal is responsible for two (2) buildings, the principal shall be paid \$2,275 in addition to his/her regular salary. These buildings must be two (2) or more separate buildings not on the same campus, or must be required to have designated administrators responsible for them by the department of education (see OFSC exception).
- h. Middle schools located in more than one (1) facility due to OSFC considerations will be staffed as follows:

- In lieu of two (2) building pay for the principal middle schools which are required to be located in more than one (1) facility, the building will be staffed as follows: one (1) principal, two (2) assistant principals, two (2) counselors, and two (2) deans of students.
- It is understood that the second (2nd) assistant principal will be reduced if/when the school is located in one (1) building.
- All other staffing language for middle schools remains the same.

D. High Schools

1. High School Staffing

- a. Each high school shall be staffed with one (1) principal.
- b. Each high school shall be staffed with three (3) assistant principals.
- c. Each high school shall be staffed with two (2) deans.
- d. Each high school shall be staffed with three (3) counselors.
- e. Each high school whose sum of the October enrollment report equals the following shall receive support matrix persons as follows:

1400	add fourth (4th) counselor
1800	add fifth (5th) counselor
- f. The principal shall appoint a counselor as guidance director.
- g. The principal shall appoint one of his/her assistants to fulfill the responsibilities of administrative assistant.
- h. In those cases where a principal is responsible for two (2) buildings, the principal shall be paid \$2,275 in addition to his/her regular salary. These buildings must be two (2) or more separate buildings not on the same campus, or must be required to have designated administrators responsible for them by the department of education.

2. Alternative Schools

- a. If it is the desire of the administration, or the Board to create additional alternative

schools, the following guidelines must be followed:

- If a committee is created to design an alternative school, TAAP must be afforded equal representation on the committee.
- Administrative staffing needs must be collaboratively determined with TAAP.
- All aspects of an alternative school must be discussed with TAAP as an equal partner.

3. Professional Development School

a. If it is the desire of the administration, or the Board to create a professional development school, the following guidelines must be followed:

- If a committee is created to design a professional development school, TAAP must be afforded equal representation on the committee.
- Administrative staffing needs to be collaboratively determined with TAAP.
- All aspects of the professional development school must be discussed with TAAP as an equal partner.

4. Toledo Technology Academy

a. The Toledo Technology Academy will be staffed with one (1) director and one (1) assistant director/counselor.

b. The Toledo Technology Academy Director will be paid at Class 3.

c. In addition, the Toledo Technology Academy Director will be paid at the TAAP hourly rate for attendance at staff meetings held each week.

d. The Toledo Technology Academy will be governed by the Toledo Technology Academy Governing Board.

e. The Toledo Technology Academy Assistant Director will be paid at Class 7 or its equivalent.

f. The Toledo Technology Academy Director will be evaluated by the Toledo Technology Academy Governing Board.

g. The Toledo Technology Academy Director will

report to the Director, Career Technology and the Assistant Superintendent, Secondary for:

- implementation of Board Policy
- day to day operations (i.e. parent concerns, student discipline etc.)

h. If/when enrollment at the Toledo Technology Academy reaches three hundred fifty (350) students, one (1) full-time counselor will be added and the Assistant Director will be paid equal to an assistant principal.

5. Early College High School

a. The Early College High School will be staffed with one (1) principal.

b. There will be a full-time counselor funded as follows: one-half (1/2) general fund and one-half (1/2) biennium dollars for as long as the biennium dollars are available.

c. If/when enrollment at the Early College High School reaches three hundred fifty (350) students the counselor position will become full-time.

6. The Phoenix/Polly Fox Academy

a. Matrix persons assigned to the Phoenix/Polly Fox Academy shall be contracted from the Toledo Public Schools.

b. All matrix staff employed at the Phoenix/Polly Fox Academy will be members of the TAAP bargaining unit, represented exclusively by the Toledo Association of Administrative Personnel, UAW Local 5242.

c. All matrix staff will be employed pursuant to the terms of the collective bargaining agreement between TAAP and the Board.

d. The Phoenix/Polly Fox Academy will be staffed by a Principal paid at Class 1, who reports to and is evaluated by the appropriate Assistant Superintendent.

e. The current matrix staff at the Phoenix Academy is as follows:

Three (3) counselors

One (1) assistant principal

One (1) elementary attendance coordinator

One (1) part-time psychologist

The staffing levels of the Phoenix Academy will be recommended by the Phoenix Academy Board. All changes in staffing will be

reviewed by Human Resources and will be negotiated with TAAP.

- f. TAAP, the Governing Board of the Charter, and the Board of Education will jointly interview, select, and appoint the appropriate matrix staff in accordance with the TAAP Agreement.
7. Knowledge Works High Transformation Initiative
 - a. The Knowledge Works High School Transformation Initiative will be governed by the Memorandum(s) of Understanding signed by TAAP, TFT, and the Board (see Appendix C and D).
 8. Seventy Percent (70%) Coordinator of Collaborative Learning and Instructional Pre-School Project (CLIPP)
 - a. The salary, conditions of employment, and job duties for the seventy percent (70%) CLIPP Coordinator are governed by Memorandum of Understanding (see Appendix E).
 - b. The salary of the seventy percent (70%) CLIPP Coordinator is determined by calculating seventy percent (70%) of the appropriate Matrix Classification.
 - c. Effective January 1, 2009, the CLIPP Coordinator will be entitled to medical benefits.
 9. Mayfair School
 - a. Mayfair School houses a seventh (7th) grade through twelfth (12th) grade for special education students.
 - b. Mayfair School does not have a principal or assistant principal to schedule and complete transcript updates.
 - c. Mayfair School contains students with severe behavior issues, many of whom have parole officers assigned to them who require access and/or copies of transcripts and grades.
 - d. The elementary counselor assigned to Mayfair School is required to develop a guidance program and also create class schedules for the students.
 - e. The elementary counselor assigned to Mayfair School is entitled to guidance director pay.
 10. District-Wide and/or School Specific Grants
 - a. When the District and/or a specific school contemplates applying for a grant the following guidelines will be followed:

- a District-Wide Grant application will be discussed with and approved by the School Improvement Committee if the grant crosses over bargaining units
- a School Specific Grant application will be discussed with and approved by the School Improvement Committee if the grant crosses over bargaining units
- a bargaining unit specific grant will be discussed with and approved by the appropriate bargaining unit.
- When a District-Wide and/or School Specific Grant has been approved by the School Improvement Committee and the District has been awarded the Grant, the impact of the grant on matters of salary, fringe benefits and all other conditions of employment specific to matrix persons will be negotiated with TAAP. Joint concerns will be negotiated to include the appropriate bargaining units.
- In the event that all teachers in a given building receive additional compensation for successfully completing pre-determined goals, (i.e. academic, attendance, tardiness, special education), the administrative team in that building will receive equal compensation.

E. Assignment of Special Education Students to Counselors

- a. In all schools, special education students will be distributed among counselors, just as regular education students are assigned.

F. Specialists' Schedules

- a. All elementary principals will receive their specialist schedules (physical education, music, art) no later than the second (2nd) week of June each school year.

G. Special Education Staffing

- a. The appropriate SAC Coordinator, through the Cross-Categorical Supervisor will discuss with the Principals in his/her learning community proposed changes in special education classes, as well as, with transportation. The Director, Student Services will review these recommendations with the appropriate Cross-Categorical Supervisor and forward them to the appropriate Assistant Superintendent.

As staffing information is distributed to Principals and Central Office personnel the Cross-Categorical Supervisors will receive the same information.

H. Delivery of Attendance Forms and Emergency Medical Forms

- a. Arrangements will be made to assure that these forms will be delivered to the schools the last week in August. Principals will not be required to pick-up these forms.

I. Dispensing Medications

- a. Any matrix person (one per building) required to dispense medications to students when there is no full-time nurse will be paid five hundred fifty dollars (\$550) effective August 1, 2008 and six hundred dollars (\$600) effective August 1, 2009 in addition to his/her regular salary.

J. Camp/Extra-Curricular Activities

1. Any matrix person who is asked by the camp to remove a student for disciplinary reasons, or illness, will be reimbursed for his/her mileage and will be paid his/her actual hourly rate for the time spent outside of the school day traveling to camp, the time spent at camp, and the time spent traveling home from camp.
2. Any matrix person who is required to ride a bus to camp will receive his/her personal hourly rate of pay. Such pay will include all time spent in the assignment.
3. Any matrix person who is required to spend the week at camp with his/her students will receive the amount of money assigned for payment of teachers who go to camp.
4. Any matrix person who is required to ride a bus to any extra-curricular activity will receive his/her personal hourly rate of pay. Such pay will include all time spent in the assignment.

K. Coca-Cola (Coke) Funds

1. All principals will receive:
 - a. a copy of their building's sales and distribution of Coke products
 - b. a copy of the distribution of Coke generated funds to the School Improvement Office

- c. A copy of the distribution of Coke funds to all schools from the School Improvement Leader in their Learning Community.
2. Coke monies should be distributed to the schools twice per year by a formula reflecting the school's percent of Coke sales with payments being distributed to the schools by March 1st and August 1st.
3. Monies will be distributed to the schools into Board approved accounts designated by the principal.
4. Elementary schools who choose not to participate in the sale of Coke products will not receive direct Coke fund allocations.

L. Per Pupil/Capital Improvement Money

Per pupil/capital improvement monies that are distributed to the schools (based on enrollment) will be governed by past practice.

M. Duplicating Needs Money

Before per pupil or capital monies are made available, a committee comprised of the Chief Business Manager, one (1) Superintendent designee, one (1) high school principal, one (1) middle school principal, and one (1) elementary principal will meet to recommend spending priorities to the Chief Business Manager as related to duplicating needs for the buildings.

N. Student Identification Cards

Transportation and/or Security will establish a monthly schedule with each school to take student identification card pictures and distribute the student identification cards. Principals will have access to the screen that shows bus numbers and bus stops.

O. Protocols and Contact Process to be followed by Agencies Working in Toledo Public Schools

Protocols and Contact Process to be followed by Agencies working in the Toledo Public Schools can also be found in the School Assistance Center Standard Operating Procedures Manual.

Protocols to be followed by Agencies Working in Toledo Public Schools

Agencies working in a T.P.S. school building will conform to the following agreed upon protocols. Agencies can complement (but not supplant) T.P.S. psychologist and counseling services by:

- establishing alternative school programs such as Ryder and Mayfair
- offering home, community center, and office based counseling to students and families
- providing parenting classes, after school, and summer programs
- co-facilitating groups with the TAAP counselor, such as Kaleidoscope
- collaborating with TAAP counselors on projects and grants
- consulting and coordinating with TAAP counselors to plan and implement goals for students.

Contact Process

1. When an Agency Representative is required to make a contact with a student at an Elementary School he/she must first make an appointment with the Principal to explain the nature of the referral and produce written permission from the parent or guardian.
2. At the meeting with the Principal and before the request to meet with the student is granted, the Principal will invite the Elementary Counselor into the meeting, if the Elementary Counselor is scheduled to be in the building that day; or, if the Elementary Counselor is not scheduled to be in the building that day, the Principal will call the Elementary Counselor and provide him/her the opportunity to conference with the Agency Representative.
3. The Elementary Counselor and the Agency Representative will work in a collaborative way so as not to duplicate services in the school setting (see Memorandum of Understanding for suggested formats). Any service plan to be implemented in the school setting will be a team effort to include the Elementary Counselor, the Agency Representative, and any other school personnel as necessary.
4. Agency contacts in K-8, Junior High/Middle School, and High Schools will follow the same contact process with the following exception:

When an Agency Representative is required to make a contact with a student at a K-8, Junior High/Middle School, and/or High School he/she must first make an appointment with the Principal and the Guidance Director to explain the nature of the referral.

5. This process does not apply to current day treatment separate facilities.

P. Logistics of School Closings and Transitions

It is understood that language in this section of the TAAP Agreement applies to all schools, satellite sites, administration building, and any other location when a move is forced by closing and moving a site on an involuntary basis. This language does not cover the movement of offices and/or departments at the same location. This language should apply to all future situations without the need to write a specific Memorandum of Understanding.

General Provisions

Logistics of School Closings

- those matrix persons whose school is closed while a new school is constructed
 - those matrix persons whose school is closed and relocated to a new site.
 - those matrix persons whose school receives students from a school temporarily
 - those matrix persons whose school adds grades on a permanent basis
1. The Board will move on an as-needed basis, all office supplies, Board issued furniture, and equipment from the closing school to the relocating school.
 2. The Board will notify the principal regarding building, office, and classroom access at the receiving school prior to notifying the TFT and/or affected teachers.
 3. The Board agrees to warehouse the library book collections, as well as, supplies of colored art paper, and other appropriate materials (i.e. maps, shredders, racks, cameras) as determined by the Principal and Business Manager.

Elementary Matrix Persons

1. Elementary matrix persons will be compensated at his/her daily rate of pay as follows:

- Up to five (5) additional days of extended time may be assigned to the Principal by the Assistant Superintendent, Secondary should it be deemed necessary.

Dedication Ceremony

An additional two (2) days of extended time will be granted to appropriate matrix persons to plan and prepare for a Dedication Ceremony.

Security Support Staff Assignments

The assignment of all Security staff (i.e.: CPO's and Toledo Police Officers) will be discussed with the TAAP President.

Extended Time Payments

1. Extended time payments for logistics of school closings and transitions will conform to the following:
 - each day worked must be documented and must be a full work day (conforming to the work day defined in Article VII-B).
 - the specific assignment for which the extended time is granted must be accomplished.

Q. Extended School Year (ESY)

1. The assignment of the ESY Program to a school requires that an administrator be on duty at the site.
2. The administrator at the site will receive his/her daily rate to cover the required times and days.

ARTICLE XXII – SUMMER SCHOOL/NIGHT SCHOOL

A. Summer School

1. General Provisions
 - a. All matrix positions in summer school shall be filled by matrix personnel where available.
 - b. Matrix persons interested in a summer school matrix position must apply in writing to the Human Resources Office when the position is posted.
 - c. All summer school applicants shall receive notification by June 1st, that they have been hired, or they have not been hired
 - d. Summer school vacancies shall be filled utilizing the matrix selection procedure as

set forth in Article III and in the TAAP Leadership Model.

- e. Matrix persons holding summer school matrix positions, including coordinators, shall be limited to three (3) years consecutive service, unless there is no applicant for the job.
 - f. If a matrix person refuses an assignment offered to him/her, said matrix person shall not be eligible for a summer school matrix position for three (3) years.
 - g. Each matrix employee shall receive a supplemental contract at the negotiated rate.
 - h. Two (2) matrix persons will be appointed in accordance with a, b, c, and d above to coordinate the overall summer school programs. One (1) will coordinate Elementary Summer School and one (1) will coordinate Secondary (Junior High/Middle School and High School) Summer School. The matrix persons selected can hold these positions for three (3) consecutive years.
2. Elementary Summer School
- a. The number of matrix staff for elementary summer school school programs shall be mutually agreed to by TAAP and the elementary Summer School Coordinator.
 - b. The elementary summer school programs referenced in a, above refers to general summer school locations that draw students from the entire District into them. General Elementary Summer Schools are staffed in accordance with a, b, c, and d above.
 - c. Reading Academy Intervention Summer Education (RAISE) Summer School
 - The RAISE Summer School is a site specific summer school program serving specific children from their home school, preference will be given to staffing the principalship from matrix staff assigned to the site
 - The RAISE Summer School Principal will be responsible for administering the RAISE summer school instruction component which will take place during June and July.
 - RAISE Summer School Principal and RAISE Summer School Coordinator pay is addressed in Article XXXI-J of the TAAP Agreement.

- New RAISE Summer School Principals and the Summer School Coordinator will participate in four (4) training sessions on Saturdays and will be paid at their daily rate. Experienced Principals and Coordinator will only have one (1) day of training at their daily rate.
 - The RAISE Summer School Coordinator will provide all Summer School Principals with: a summer school attendance policy in writing; a copy of the summer school lesson syllabus developed by the Reading Academy.
 - Timesheets will be sent to the Elementary Summer School Coordinator.
- d. Adding English as a Second (2nd) Language to Elementary Summer School
- If the District decides to add ESL to existing Elementary Summer School Sites the Principals at those sites will be paid three (3) hours per day at the TAAP negotiated hourly rate for (16) days.
- e. Any additional program added to Elementary Summer School will only be added after discussion with TAAP to establish the pay for performing the additional duties.
3. Junior High/Middle School Achievement Summer School
- a. The process to be utilized to fill matrix positions at a general summer school location are identified in a, b, c, and d above.
- b. If Junior High/Middle School Summer School is site specific (serving those students who attend the school) preference will be given to staffing the principalship from matrix staff assigned to the site.
- c. If the Junior High/Middle School Achievement summer school program is offered as a specific school program for a specific Junior High/Middle School then those principals participating will have the opportunity to attend the Middle Schools Principals Convention with approved expenses equally charged to the Training and Development Fund and the TAAP Professional Conference Fund.
4. High School Summer School
- a. Minimum matrix staffing for each summer high school site shall be:

one (1) principal
one (1) assistant principal
one (1) dean

- b. In the summer high school program preference shall be given to staffing at least (1) Matrix person from that building.
- c. Testing Coordinator: A testing coordinator will be hired for each site offering testing during the summer.
1. The testing coordinators will be paid the TAAP hourly rate for seven hours to coordinate testing over two days time
 2. The testing coordinators will be paid their daily rate for one day to complete the following:
 - Picking up the test materials from the testing office, preparing the materials for distribution, and distributing them to the respective assigned high schools.
 - Assisting with the administration and monitoring of the OGT tests at the appropriate site.
 - Collecting all testing materials, boxing the tests to prepare them for forwarding to the state and delivering all testing materials to the testing office.
- d. In addition, one (1) Test Proctor for every thirty (30) students if the test is offered in a classroom and/or auditorium, cafeteria, and/or gym will be provided. Test Proctors will be paid the TAAP hourly rate for three (3) hours per day for each day of the proficiency test.
5. Should a specific school or group of schools develop a unique district or grant summer program, matrix personnel will be paid at the daily or hourly rate as determined by mutual agreement of Human Resources and TAAP.

ARTICLE XXIII – SPECIAL SERVICES

The Operating Standards for Ohio's Schools Serving Children with Disabilities as adopted by the Board of Education shall have the full status of Board Policy for enforcement of special education policies and procedures. If state/federal mandates regarding special education require a change in operating standards then the following guidelines must change accordingly.

A. Timelines/Processes/Procedures

1. The Toledo Public Schools will adhere to all existing state and federal timelines pertaining to special education.
2. There will be no modification of special education timelines, processes, or procedures for cross-categorical supervisors/school psychologists/school assistance center coordinators, or principals, unless TAAP has participated directly in discussions concerning the proposed modifications.

B. Student Discipline

Administrative procedures governing student discipline as it pertains to special education students can be found in Appendix F of the TAAP Agreement. These procedures are supplementary to due process procedures required by Board Policy JGD/JGE.

C. Special Education Services

Under the school assistance center, the cross-categorical supervisor for each center is responsible for securing special education services for properly identified students in the feeder-district. When services are not available in the feeder district, the supervisor may elect to contact another supervisor to seek services in their feeder-district; or, the supervisor can refer the student to the case manager. In these cases, the case manager is responsible for all aspects of securing proper services and processing the authorization. This includes, but is not limited to:

1. Verification of available space in the center area with the receiving supervisor.
2. Notification of the receiving supervisor of the intent to provide services to a student in the respective center's area.
3. Confirmation of the starting date with the receiving school.
4. Notification/confirmation of the services with the parent/guardian.
5. Arrangement for bus transportation, if necessary.
6. Written notification to sending principal/counselor, sending teacher, receiving principal/counselor, and parent, prior to the student's actual transfer date.

The above procedure is designed for students

making lateral program transfers. For students who move into the district with a valid IEP from another district, the principal should enroll the student in his/her home school in regular education until the IEP is reviewed and appropriate placement is authorized by the cross-categorical supervisor. If the student is changing his/her special education program or is identified for initial low incidence service, the sending cross-categorical supervisor should notify the receiving cross-categorical supervisor as to the need for a conference prior to placement. The sending cross-categorical supervisor is responsible for the packet and the placement staffing. The receiving cross-categorical supervisor is responsible for setting up this conference.

D. Intervention Response Team (IRT)

1. Intervention Response Team
 - a. The principal or his/her matrix designee shall serve on any IRT established in his/her building.
 - b. The IRT shall determine the appropriateness and adequacy of interventions in accordance with the guidelines mutually developed by the TFT, the administration, and TAAP (see Appendix G).
 - c. The IRT will be trained in the Intervention Response Process.

E. Least Restrictive Environment Service Options

1. TAAP will assist in the development of an appropriate "user friendly" application and process format (see Appendix H).
2. Multifactorial Evaluation (MFE) teams will identify needs of learners with a disability. IEP teams will develop individualized education plans. Services for all learners with a disability will be delivered in the least restrictive environment.

F. School Assistance Centers

1. Concept:
 - a. Seven (7) school assistance centers have been established by high school feeder pattern to provide direct and consultative services to schools. The Early Childhood/Pre-School SAC has been established to serve the District's Early Childhood/Pre-School Pro-

gram. The center's mission is to address a wide array of student needs.

- b. Located in each center are elementary counselors, psychologists, a cross-categorical special education supervisor, as well as, other student support personnel. (i.e. in-class support specialists etc.)
- c. These professionals work closely with teachers and principals to provide support and assistance to students at the classroom level.
- d. All schools have the intervention assistance provided by Intervention Response Teams.
- e. Each SAC is led by a coordinator.
- f. Each center has the responsibility to:
 - recommend the hiring of center matrix staff
 - develop center budget proposals
 - administer the center budget through the SAC coordinator
 - develop and administer LRESO
 - identify and recommend needed classroom space to the Director, Student Services
 - provide SAT/IAT training
 - provide IEP training
 - determine program needs including ESY
 - \$3,000 has been allocated annually to each school assistance center for training and program development

G. School Assistance Center Steering Committee

1. A school assistance center steering committee has been established to include the following members:
 - TAAP president
 - Superintendent's designee
 - Director, Student Services
 - Director, Transportation
 - Case Manager
 - one (1) Elementary Counselor
 - School Assistance Center Coordinators, by Learning Communities and Early Childhood
 - a. The TAAP President and Director, Student Services will serve as co-chairpersons of the School Assistance Center Steering Committee.
2. The purpose of the School Assistance Center Steering Committee is to make sure that there is compliance with the following criteria:

Every school will serve its own high incidence special education population in a "least restrictive environment" by providing appropriate direct support to the classroom. The first (1st) priority will be to keep high incidence elementary students in their home school.

Whenever the school district remodels existing buildings or constructs new facilities/school buildings, provisions will be made in all faculty plans for all with special needs to be served in their home school.

- b. IRT teams, through appropriate training, will create and facilitate alternative classroom strategies and/or interventions prior to recommending MFE and services.
 - c. Require "least restrictive environment" classroom support for the children identified for high incidence special education service as the initial strategy prior to placement in a self-contained unit.
 - d. The establishment/maintenance of special education units takes precedence over pilot projects, satellite office sites, art and music specialists, and granting out of district transfers.
 - e. The committee shall review the establishment and the placement of all special education units to assure compliance with (a) through (d) above.
 - f. The committee will review the assignment of elementary counselors, psychologists, and cross-categorical supervisors to centers to assure an equitable distribution of assignments.
 - g. The committee will review center problems and procedures in an attempt to improve performance.
3. The school assistance center steering committee will meet monthly.

H. Cross-Categorical Supervisors

1. Cross-Categorical Supervisors shall be responsible for evaluating special education teachers, therapists, and other related service staff consistent with the Supervision, Evaluation, Goal Setting known as the "Toledo Plan."
2. The Cross-Categorical Supervisors in concert with the building Principal shall hire all new spe-

cial education teachers, therapists, and other related services staff in accordance with Article XVI-E-2.

3. If a special education student is referred for a hearing at a pupil personnel center, and the school recommendation is a change of placement, or a change in their IEP, the Cross-Categorical Supervisor should hold an IEP conference at the appropriate school and include a copy of the modified IEP, as well as, any recommendation for a change of placement in the student's file which the appropriate school personnel should bring to the hearing. The Cross-Categorical Supervisor is not required, nor encouraged to attend Pupil Personnel Center hearings.

I. Psychological Services

1. The pupil-psychologist ratio in the Toledo Public Schools shall reflect the ratio contained in the Operating Standards for Ohio's Schools serving Children with Disabilities including rules governing pre-school programs for disabled children.
2. The annual caseload for a school psychologist shall be consistent with state guidelines.
3. The services of the school psychologist shall also include consultation with educational staff in implementing or modifying instructional strategies, classroom management procedures, intervention strategies and follow-up activities.
4. The Toledo Public Schools will honor future state mandated standards as of the State's mandated date of implementation.
5. The ability to do re-evaluations will be expanded to include all of those matrix persons who are eligible and who are properly trained if/when the District is unable to complete all of the required re-evaluations. The Board will provide the training and pay the participants to attend.
6. Private contract services for the purpose of completing re-evaluations will be limited to those re-evaluations:
 - a. not covered by Toledo Public Schools psychologists.
 - b. not covered by supplemental contracts offered to Toledo Public Schools psychologists.

c. it is understood that the assignment completion of re-evaluation as defined (a) or (b) above will not in any way hinder the completion of initial evaluations within state and federal timelines.

7. A psychologist supervising an intern will be capped at ten (10) supplemental re-evaluations after completing his/her assigned required re-evaluations.

J. School Assistance Center Matrix Staff Evaluations

See TAAP Leadership Model

K. School Psychologist Intern Program

1. The school psychologist intern shall be paid according to the salary schedule in Appendix I; or the State Minimum Teacher Salary Schedule, whichever provides for the greater compensation.
2. The school psychologist intern shall be entitled to all other benefits as provided by the TAAP Agreement.
3. The procedures to be followed to identify school psychology intern field facilitators and to place psychologist interns are found in Appendix J of the TAAP Agreement.

The referral, testing and IEP processes are provided in Appendix N.

L. Facilitating Referrals, Testing, and Initial Evaluations

1. Parent or Teacher Referral for Assistance
 - A parent or a teacher may make a referral to the RIT (Response to Intervention Team) or to the principal if no IRT exists in the building. Use form PR-04 and/or Parent Request for Consultation-Assistance (stock #2401).
 - Interventions are developed to target specific behavior or academic needs with measurable goals, stated duration, and evaluation criteria for success. These interventions are monitored by the IRT, the principal, counselor, school psychologist, or the behavior specialist.
 - Interventions must be documented and data provided for all multifactor evaluations (MFE).
2. Referral for a Multifactor Evaluation (MFE)
 - The IRT assures the "Referral for Assistance/

Evaluation" (Form PR-04) is completed and reviews the documented interventions

- The principal should ensure parents are provided "Prior Written Notice to Parent" (Form PR-01), "Parent Consent for Evaluation" (Form PR-05), and the "Procedural Safeguards Notice"
 - The principal should ensure that the completed "Referral for Assistance/Evaluation" (Form PR-04), "Prior Written Notice to Parent" (Form PR-01), "Parent Consent for Evaluation" (Form PR-05) and CIMS form AP1 are sent to the School Assistance Center (SAC) to be entered on CIMS. The school psychologist will receive a copy of each.
3. The Multifactor Evaluation (MFE)
- The psychologist is the chairperson of the MFE process.
 - The Evaluation Team Report (Form PR-06) is completed.
 - The psychologist chairs the post-evaluation conference. Team members include:
 - The student's teacher
 - Principal
 - IRT team member
 - Parents
 - Others, as needed
 - The completed PR-06 is sent to the School Assistance Center (SAC) and the information is entered on CIMS.
 - Copies are distributed to the Cross-Categorical Supervisor, principal, and parent.
4. The Individual Education Program (IEP)
- The principal is the chairperson of the IEP writing process.
 - The principal schedules the IEP meeting using the "Parent Invitation" (Form PR-02).
 - Team members include:
 - The student's teacher
 - Principal
 - Parents
 - Special Education Teacher or,
Cross-Categorical
Supervisor if teacher not available
 - Psychologist, as needed
 - Related service personnel, as needed
 - The Cross-Categorical Supervisor should

attend all initial IEP conferences for students with low incidence disabilities (MD, HD, OD, ED, VD, OHI, TBI).

- The principal reviews the IEP Sequence Form (IEP-606) and appoints recorders or writers of the IEP. All members of the IEP team are to contribute to the writing of the IEP.
- After the IEP is written, the IEP is forwarded to the SAC where it is entered on CIMS and given to the Cross-Categorical Supervisor for authorization of services.
- The IEP is then distributed by the SAC to parents and the school where the student receives services. PLEASE NOTE: Parents should be given a copy of the IEP following the IEP conference whenever possible.

M. Completion of Reevaluations

1. The School Assistance Center (SAC) in collaboration with the feeder district principals will construct a Special Education Reevaluation Plan which completes all of the reevaluations identified in that Feeder District for the school year. The Special Education Reevaluation Plan will be submitted to the Director, Student Services.

Reevaluations will be assigned as follows: psychologists will be expected to complete six (6) reevaluations per month for ten (10) months. The assignment of reevaluations will be reviewed by the administration and TAAP at the conclusion of each school year. Additional reevaluations can be assigned at the negotiated rate, if required, on a voluntary basis. Reevaluations can also be assigned on a voluntary basis to counselors, cross-categorical supervisors, principals, and assistant principals if needed by the school assistance center coordinator, after appropriate training.

N. Completion of IEPs

1. The building principal is responsible for developing the Master IEP Schedule.
2. Grades K-5 will conduct IEP Conferences during the month of the anniversary of the student's MFE date.

For K-6 buildings with ten (10) or more special education units, additional help for alternative plans will be developed mutually between the Board and TAAP. Plans for these buildings could

include: assignment of additional personnel, delayed starts, and/or after school payments at the negotiated rate.

3. To enable administrators and regular education teachers to attend IEP conferences, no IEP conferences will be held during the formal district parent teacher conference days. IEP conferences are to be held prior to November 15th.
4. Self-contained K-6 elementary schools will follow the elementary IEP schedule outlined in Section one (1) and two (2) above.

O. Block Scheduling

In respect to any block scheduling plan adopted by a school, students with disabilities will not be precluded from full participation in classes (mainstreaming).

P. Special Education Representation

There will be special education representation on all appropriate committees, boards, and forums that have an impact on special education curriculum, instruction, assessment and practice.

Q. Access to Computer Labs for Students with Disabilities

All high incidence special education students shall have access to school computer labs and shall not be discriminated against due to their disability. Other students with low incidence disabilities may have access, as appropriate to ensure advancement and access to academic content standards and/or per their IEP.

R. Separate Facility/High Needs Cross-Categorical Supervisor

The Board agrees to consider the position of Cross-Categorical/High Needs Supervisor should funding be available that does not impact the general fund.

Duties to include the following:

- all separate facilities placements and staff supervision
- liaison for families or other high need special education student
- provide assistance in placement of autistic, separate facility, medically fragile, or other high needs special education student

- representative to the Lucas County Cluster
- liaison to outside education service providers for T.P.S. students
- reports to the Director of Student Services

S. SAC Technology Resource Specialist

The SAC Technology Resource Specialist is funded by Medicaid Reimbursement to the SAC Centers and will continue for as long as Medicaid monies are available.

The function of the SAC Technology Resource Specialist (SAC TRS) is to assure proper functioning within each of the School Assistance Centers and to maintain the IEP Program on the server.

The SAC TRS is responsible to:

1. Insures that all SAC personnel are trained in the use of all hardware and software housed at the individual SAC centers.
2. Supervises security and safety of audio-visual equipment stored within each SAC Center.
3. Plans, implements, and tracks all computerized IEP/MFE in-service training for all special education and allied specialist within each of the SAC regions.
4. Maintains IEP/MFE data base.
5. Insures that all technology is maintained in good working order by planning for the timely maintenance/repair of electrical equipment at each SAC center.
6. Attends all in-service training necessary to serve as a resource to SAC Personnel and professional staff using computerized IEP/MFE program on the server.
7. Prepares and manages budgetary needs for technology purchases.

T. Standard Operating Procedures

Standard Operating Procedures govern the operation of the School Assistance Centers and the processes and procedures utilized by the SACs and the schools to implement the Operating Standards for Ohio's Schools Serving Children with Disabilities. The Standard Operating Procedures for the School Assistance Centers will be reviewed, as needed, by the School Assistance Center Steering Committee. When

the Standard Operating Procedures have been reviewed and adopted by the Steering Committee they will be printed and distributed to all schools and SACs.

ARTICLE XXIV – CURRICULUM

A. Reorganization of the Curriculum Division

The Board and TAAP agree that a reorganization of the Curriculum Division will take place and be completed and implemented by August 1, 2008. This reorganizaion will be done in compliance with Article IV-A-B of the TAAP Agreement and will incorporate the following premises:

- instructional leadership is crucial to school improvement efforts and academic achievement
- instructional leadership, school improvement, and academic achievement must be organized within the core testing areas of language arts, math, science, and social studies
- instructional technology should play a significant role in streamlining the educational process
- the roles of testing, evaluation, and research need to be reviewed and potentially redefined
- district data needs to be collected and/or software needs to be utilized to assure that TPS data is compatible in format to the state EMIS format

B. STAR Schools

1. STAR Schools will be identified by the School Improvement Committee (consisting of the Superintendent, the TAAP President, and the TFT President) utilizing district data.
2. Teams consisting of one (1) matrix person appointed by TAAP, two (2) teachers appointed by the TFT, and one (1) person appointed by the Superintendent will be identified to work with the STAR Schools. These teams will receive their assignment and will report to the School Improvement Committee.
3. The School Improvement Committee will make arrangements to provide facilitation training, problemsolving, and diversity training to the STAR Teams.

4. Project STAR Teams will be charged with assisting the under-performing schools with the development and implementation of School Improvement Plans. Assistance will be aligned to proficiency outcomes, the Ohio Graduation Test (OGT) and District-Wide Goals.
5. Continuation and/or cancellation of STAR Teams must be negotiated with TAAP.
6. Stipends and other appropriate working conditions must be negotiated with TAAP.

C. Instructional Planning Consultants – Matrix

1. The Board agrees to fund one (1) TAAP Instructional Planner. In the future, the Board agrees to fund one (1) additional TAAP Instructional Planner for every additional teacher Instructional Planner funded.
2. Any future matrix person selected by TAAP to serve as an Instructional Planning Consultant will be entitled to the following:
 - a. his/her salary (which includes graduate hours, degrees, longevity, academy stipends)
 - b. all other supplementals will be awarded for one (1) year
 - c. all stipends available to Instructional Planning Consultants
 - d. the same work year as the matrix position left and a work day of 8:00 a.m.-4:00 p.m.
 - e. incentive pay, if necessary and as agreed to by the Superintendent and the TAAP President.
3. Meetings of the Instructional Planning Consultants scheduled by the Chief Academic Officer will include all of the Instructional Planning Consultants.

D. School Improvement Committee

1. The purpose of the School Improvement Committee is to actively support those schools who are well into the school reform process, actively assist those schools who are interested in school reform, but perhaps need some help getting started, and to aggressively challenge those schools who appear to be content where they are, to get started.
2. TAAP shall maintain equal representation and equal voting rights with other members of the School Improvement Committee.

E. School Improvement Plan Review

1. School Improvement Plans for each Feeder Pattern will be reviewed and approved by:
 - a. the appropriate Assistant Superintendent
 - b. two (2) TAAP members from each feeder pattern appointed by TAAP, one (1) special education representative appointed by TAAP will be assigned to each team to review School Improvement Plans: Elementary, Middle School, High School.
2. See Article XXXI-I for the appropriate stipend.

F. Testing

1. A Testing Implementation Committee consisting of five (5) matrix persons appointed by TAAP will meet based upon a yearly calendar printed by the Testing Director to examine and resolve matters pertaining to the implementation of the testing programs. Those concerns shall include, but not be limited to, the following:
 - a. the appropriate number of testing coordinators for each site
 - b. who the testing coordinators should be
 - c. the appropriate time of the year to administer the tests
2. Each building will receive a copy of their school's test scores. Comparison data will be provided.
3. The TAAP President will receive the information in 2 above for every Toledo Public School.
4. Each school will receive a prescriptive analysis from the curriculum department of the type of curricular work each school needs to incorporate into their short term and long term building goals.

G. TAAP Curriculum Committee

1. There shall be a TAAP Curriculum Committee consisting of four (4) members appointed by TAAP, which shall meet with the Chief Academic Officer.
2. This committee shall have the authority to make recommendations with respect to instructional programs or committee work.
3. New curricular programs shall be reviewed by this committee prior to submission to the Board.
4. TAAP shall be consulted before any new edu-

cational programs are initiated or adopted. Such initiations or changes shall be developed cooperatively. This provision is not intended to give TAAP veto power.

5. Information regarding procedures to be followed for proposals for special funding is set forth in Appendix K.

H. Joint Board/TAAP/TFT Curriculum Committee

1. There shall be Joint Board/TAAP/TFT Curriculum Committee which shall include four (4) members appointed by TAAP.
2. This committee shall have the authority to make recommendations with respect to instructional programs or committee work.
3. New curriculum programs shall be reviewed by this joint committee.
4. Information regarding procedures to be followed for proposals for special funding is set forth in Appendix K.

I. Academic Initiatives

1. All District-Wide Academic Initiatives must be discussed with the School Improvement Committee prior to their presentation to any school.
2. School based academic initiatives must demonstrate written support from the Principal and the Building Representative and must be presented to the School Improvement Committee for approval.
3. If a building vote is directed by the School Improvement Committee it must include all permanent matrix staff assigned to the school.
4. The TAAP President has the right to poll all of the permanent matrix staff assigned to the school to determine strength of support and/or conditions of support.

J. Evaluation of Art, Music, and other Appropriate Specialists

1. The appropriate building principal or his/her designee will be responsible for the evaluation of the art, music, and other appropriate specialists assigned to his/her building.

**ARTICLE XXV –
TEAM MANAGEMENT**

A. Committees

The Toledo Association of Administrative Personnel recognizes the importance of establishing and participating on committees which identify conditions, generate alternatives, and make recommendations concerning, but not limited to, such issues as:

policies/procedures

specific problems or issues and their solutions

work conditions

With that relationship in mind, the following guidelines are being implemented with regards to committees:

1. Committee identification process

All committees shall be reviewed by the TAAP President and the Superintendent, or his/her designee, to determine whether:

a. A proposed committee is directly related to the contract existing between the Toledo Board of Education and TAAP. When such determination is made, these committees shall be identified as “contractually related.”

b. A proposed committee generally having no direct relationship to this contract, but which could by nature of some discussions/topics become “contractually related” shall be identified as “administrative team committee.”

If discussions/topics raised at an “administrative team committee” are contractually related, no action shall be taken on said items until the TAAP president and the Human Resources Office are notified and determine the appropriate course of action.

2. Selection process

The selection of matrix persons to serve on those committees identified as “contractually related” or “administrative team” shall be as follows:

a. Contractually related committees

The selection of matrix persons to serve on contractually related committees shall be determined solely by TAAP.

b. Administrative team committees

The selection of matrix persons to serve on

administrative team committees shall be determined by the following guidelines:

1. All administrative team committees shall be chaired by the appropriate cabinet officer or his/her designee.
2. All administrative team committees shall be announced in the staff bulletin. This announcement shall include the number of committee positions available, to whom to apply, and a specific cut-off date for requests to serve.
3. A list of all matrix persons who applied to serve on the committee shall be prepared and shall be used by the head of the department and the president of TAAP to mutually select the committee. A copy of this list shall be provided to the TAAP President.
4. Committee members shall be listed alphabetically without reference to their matrix position.
5. The appropriate cabinet officer shall have the right to review and/or modify the composition of any administrative team committees upon consultation with the TAAP President.

3. Selection process (exception)

There may be times when circumstances make it impossible to follow the selection process for administrative team committees as defined in the selection process above. When this occurs, the following guidelines shall be followed:

- a. The TAAP President and the Superintendent or his/her designee shall mutually agree to waive the selection process for administrative team committees.
- b. A "special task force" shall be mutually selected by the TAAP President and the Superintendent or his/her designee.
- c. The establishment of a "special task force" shall not exceed three (3) months unless this provision is mutually waived by the TAAP President and the Superintendent or his/her designee.
- d. It is understood that Section 4 Committee Reports/Recommendations applies in total to "special task forces."

4. Committee reports/recommendations
 - a. All committees shall furnish a copy of their report or recommendation to the TAAP President prior to any attempt to implement their recommendations.
 - b. If TAAP were to foresee problems arising due to the contents of the report or the recommendations of any committee, the TAAP President shall have the opportunity to intervene and attempt to resolve the potential problem(s) with the appropriate division head (deputy or assistant Superintendent).
 - c. TAAP matters remaining unresolved at any meeting with a designee of the Superintendent may be appealed directly to the Superintendent.

5. Joint committees

- a. A joint committee is any committee that currently exists or subsequently is created where members of TAAP serve with members of the TFT and/or AFSCME (i.e. textbook committees, inservice committees, system-wide inservices, special projects, labor management committees).
- b. When such committee is formed, it shall conform to the following guidelines: If less than five (5) members from each organization are required, the representation from all organizations will be equal in number.

If more than five (5) members from each organization are required, the ratio of TAAP members to TFT and/or AFSCME members on any committee shall never be less than eighty percent (80%) unless TAAP specifically waives this provision.

B. The Budget

1. The Superintendent or his/her designee will meet with the TAAP President to review the budget prior to its submission to the Board.

When budget rankings could result in matrix reassignments, or in program curtailments/eliminations affecting TAAP, the TAAP President shall be informed of these reassignments, program curtailments/eliminations, prior to this meeting with the Superintendent. At this meeting the TAAP President shall be given the opportunity to consult with/present an alternative plan to the

Superintendent or his/her designee prior to any recommendations being made to the Board.

C. Department Reorganizations

1. Whenever a department reorganization is being contemplated, the head of the department shall consult with the members of the affected department and a TAAP representative to seek appropriate input.
2. The Superintendent's designee must consult with the TAAP President prior to the implementation of the proposed reorganization.
3. When a reorganization plan involves any change in job descriptions, the job descriptions must be reviewed and approved by the matrix review committee.

D. Medicaid Reimbursement

1. The school district receives Medicaid reimbursement from the contacts that occur between students and the following matrix positions:
counselors (if allowable)
cross-categorical supervisors (if allowable)
psychologists

The above mentioned matrix persons will be paid \$1,800 for completing a minimum of one hundred thirty-five (135) documented units of service by the last workday in May. Payment to the above mentioned matrix persons will be split with one-half (1/2) of the negotiated amount paid in January and one-half of the negotiated amount paid in June. Sixty-seven (67) documented units of service are to be completed by January 1st. SAC center coordinators will submit Personnel Action Forms and verify by letter that the standards have been met before payment is made.

2. The form to be used to gain Medicaid reimbursement for the district is entitled **Toledo Public Schools, Medicaid Professional Services Documentation.**
3. Any future modifications to this form will be discussed and mutually agreed to by the administration and TAAP.
4. There will be a page of definitions and instructions developed mutually by the administration and TAAP to explain where certain types of activities should be listed i.e. consultations with principal(s), SAT/IAT team, etc.

5. All forms completed will be turned in to the Medicaid Office.
6. The decision to continue and/or expand the Medicaid Reimbursement Program will be discussed with TAAP.
7. Ten percent (10%) of all Medicaid monies raised by the above mentioned matrix persons will be set aside for expansion of special services innovations, and SAC staff. All special services innovations and additional special services staff must be agreed to by the administration and TAAP.

E. State Required Tests

1. Achievement Tests
 - a. Achievement tests will be conducted Monday through Friday from 9:30 a.m. - 12:00 noon.
 - b. Lunch schedules will be adjusted on the days of the test.
 - c. Teacher planning time will be adjusted where necessary, but not lost.
 - d. Retired matrix persons and/or central office administrators will be provided to those elementary buildings who are not staffed with an elementary assistant principal.
 - e. A minimum of one (1) hour paid inservice will be conducted for all participating administrators. Attendance will be mandatory.
 - f. Principals will select teachers to serve as a backup in case a teacher is absent.
 - g. A lockable four (4) drawer file will be provided to each school as needed, to be used for test security.
 - h. Retired matrix persons and/or central office administrators will be provided for all make-up/re-takes. No make-up/re-takes will be given after school.
 - i. The Elementary Building Testing Coordinator will receive a supplemental contract. See Article XXXI-J for the amount.
2. OGT Test
 - a. The High School Building Testing Coordinator will receive a supplemental contract. See Article XXXI-J for the amount

3. Adopted Tests
 - a. The Junior High School Testing Coordinator will receive a supplemental contract. See Article XXXI-J for the amount.
4. Selection of Testing Coordinators
 - a. The Principal will select the Building Testing Coordinator.

F. IEP Conferences

1. TAAP and the administration agree to mandatory assignment of all central office administrators and hiring of all available matrix retirees to assist with IEP conferences at schools.
2. These assigned administrators will report to the principal and remain on duty for the entire day.
3. Three (3) representatives of TAAP will work with the administration to establish an assignment process that is equitable to the needs of the schools.

ARTICLE XXVI – FACILITIES/PROPERTY LOSS

1. Sufficient office furniture, equipment and storage facilities shall be provided in all administrative offices.
2. Conference areas and/or meeting rooms shall be made available to allow matrix persons to function in a professional manner.
3. Adequate office space shall be provided to insure privacy for conferences.
4. Telephone exclusion buttons shall be installed on all lines in the administrative office area upon request.
5. Both building and central office matrix persons shall be involved in the decision-making process regarding locations of their respective offices and other matters pertaining to these offices. The Superintendent's designee must consult with the TAAP President prior to a final determination.
6. A property loss fund of \$5,000 annually, with carryover of the balance into the next year, is hereby established. The fund will reimburse members of the bargaining unit for property loss, excluding cash, on a \$100 deductible basis after private insurance coverage has

been exhausted. This fund will be administered by TAAP.

ARTICLE XXVII – LEAVES OF ABSENCE

A. Sick Leave

1. Sick leave shall be used for personal illness and all other leaves herein shall be separate from and in addition to sick leave except where otherwise provided in this agreement.
2. Matrix persons may accumulate sick leave at the rate of one and one-fourth (1 1/4) days for each completed month of service.
3. Sick leave may be accumulated up to three hundred seventy (370) days.
4. 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 accumulated two hundred (200) but fewer than three hundred (300) days of sick leave shall be paid two (2) additional days. Those who have accumulated one hundred fifty (150) but fewer than two hundred (200) days of sick leave shall be paid one (1) full day.

It is agreed that a committee of two (2) TAAP members and two (2) members of the personnel department will review and recommend incentive pay for non-usage of sick leave. If a recommendation is forthcoming before the expiration date of this contract, it will be considered for implementation at that time.

5. A joint panel consisting of one (1) representative of the administration and one (1) representative of TAAP shall be established to review suspected cases of sick leave abuse. The panel shall also be empowered to develop a prescribed plan for required improvement. Referrals can be identified by the panel itself, or, by a matrix person's immediate supervisor.

The joint panel will meet with the identified matrix person, when possible, within one (1) week, or, if not possible, within such time as agreed to by the panel. Each referral will be evaluated and if action is warranted, as determined by the merits of the case, a prescribed plan for required improvement will be developed. Concurrence by the panel will

be necessary to sustain any prescriptive action recommended.

If the panel concurs, action taken may include, but not be limited to the following: the referral may be dismissed; or, a written reprimand may be placed in the individual's personnel file along with the prescriptive plan for required improvement.

A prescriptive plan for required improvement shall establish specific timelines and goals and may include specific penalties i.e. reduction of all benefits, excluding health and life insurance, but including sick leave accumulation, and salary. It is understood that this reduction will be proportional to the total number of days absent divided by the number of work days during the period of time examined by the panel.

When the employee has complied with all of the specific timelines and goals of the prescriptive plan, he/she shall have his/her full benefits and salary reinstated, without retroactivity, if applicable, and shall be considered released from the program.

Subsequent identification of the same employee, or failure of the employee to comply with the prescriptive plan for required improvement may lead to further disciplinary action up to and including possible termination.

If the panel fails to concur, the administration may follow normal disciplinary procedures.

The employee may appeal at any time during this process by utilizing the TAAP grievance procedure.

B. Matrix Employee Sick Leave Donation Process

1. Matrix persons who have accumulated a minimum of thirty (30) sick leave days may donate up to five (5) sick leave days per school year, to another matrix person for their personal illness upon the mutual agreement of the Human Resources Office and TAAP.
2. In the event of serious illness of a family member as defined in Article XXVII-E of the TAAP Agreement sick leave days may be donated by mutual agreement of the Human Resources Office and TAAP.
3. Matrix persons may receive a maximum of one hundred eighty (180) donated sick leave days

per school year upon mutual agreement of the Human Resources Offices and TAAP.

C. Extended Illness

1. Where a matrix person shall have exhausted his/her sick leave, he/she may be allowed to borrow up to ten (10) days against future sick leave with the stipulation that he/she will return to his/her assignment. If the matrix person fails to return to his/her assignment for any reason, he/she must make restitution for the days borrowed.
2. A member of the bargaining unit whose personal illness extends beyond the termination of his/her sick leave, shall, upon written request by a medical examiner, be granted a leave of absence, without salary, for up to five (5) years. Return to work must be approved in writing by a doctor and any request to return by either the matrix person or the Board must be in writing.

Administrators who have exhausted their sick leave shall be returned to their original assignment unless the unpaid portion of the leave exceeds fifteen (15) months. Thereafter the administrator shall return to their original position, if available, or if not, to a comparable position for which he/she is qualified/certified.

D. Previously Accumulated Sick Leave

Previously accumulated sick leave of a person who has been separated from public service in Ohio shall be placed to his/her credit upon his/her re-employment in the public service, provided that such re-employment takes place within ten (10) years of the date of the last termination from public service. The same shall apply to those transferred into the bargaining unit.

E. Illness or Injury in the Family

Temporary leave or leave of absence with pay of not more than a total of five (5) days per contact year shall be granted for the purpose of caring for a seriously injured or seriously ill member of the matrix person's immediate family. The "immediate family" shall be defined as spouse, child*, mother, father, grandparent, brother, sister, grandchild, stepbrother, stepsister, stepmother, stepfather, 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 for at least twelve (12) consecu-

tive previous months. Upon request of the Human Resources Office, the matrix person shall provide, upon return from leave, the name and address of the attending physician and a release for such attending physician to provide verification of the nature of the injury or illness. If illness or injury in the family leave pursuant to this item is taken beyond the above limits, said leave shall be charged to employee's sick leave.

[^] Child includes: son, daughter, stepson, or stepdaughter, or a child who has lived in the employee's home as a member of the family for at least twelve (12) consecutive months and placed by an authorized placement agency. (Abnormal situations will be discussed).

F. Death in the Family

1. Three (3) school days with no deduction in pay shall be granted to employees who have a death in the immediate family as defined in Section E. If the death of a member of the immediate family occurs in another city which is greater than one hundred seventy-five (175) AAA miles from Toledo, an absence of five (5) school days shall be allowed.
2. Matrix persons attending the funerals of others not in the immediate family and not living in the household shall be granted absence for the day of the funeral with no deduction in pay, upon approval of the Human Resources Office prior to the date of the leave when possible.
3. If funeral leave pursuant to this item is taken beyond the above limits, said leave shall be charged to employee's sick leave.

G. Death of a Staff Member

When there is a death of a staff member of any school, a delegation may represent the staff at the funeral. The size of this delegation may be determined based on the following:

A school with a staff of fifty (50) or more shall be entitled to a maximum of nine (9) staff members to be released to attend the funeral.

Any school with a staff of twenty-five (25) to forty-nine (49) shall be entitled to a maximum of five (5) staff members to be released to attend the funeral.

Any school with a staff of twenty-four (24) or less

shall be entitled to a maximum of three (3) staff members to be released to attend the funeral.

Staff members who are members of the immediate family (as defined in the negotiated agreements) shall not be counted in the calculation of the formula provided for herein.

Other staff employees may be released if arrangements satisfactory to the principal can be made between employees to cover each classroom and non-classroom work location.

H. Personal Leave

1. Two (2) days of personal leave per school year with pay shall be granted to each matrix employee. Personal leave shall not be used on the day before or after any holiday or vacation period or during the first week of school. An additional day shall be granted to those matrix persons who have accrued two hundred fifty (250) sick leave days at the time of accrual.
2. Personal leave shall not need justification or explanation, but the matrix person shall give two (2) days notice when possible. Notification must be given before the leave except in an emergency.
3. The first unused personal leave day referred to in paragraph 1 above shall be paid for at eighty-five percent (85%) of the appropriate daily rate. The second and third days shall be paid for at fifty percent (50%) of the appropriate daily rate.
4. The first unused half-day of personal leave shall be pro-rated and paid at eighty-five percent (85%) of the appropriate daily rate. The second and third unused half-days of personal leave shall be pro-rated and paid at fifty percent (50%) of the appropriate daily rate.
5. An additional personal day shall be granted to a member of the bargaining unit for his/her wedding or graduation or the wedding or graduation of the members of his/her immediate family as described in this agreement, or a legal guardian.

The day may be taken on a Friday or Monday if the wedding or graduation is on the weekend.

In unusual circumstances an additional day for graduation or weddings may be granted if approved by the Human Resources Office. Graduation is defined as one beyond high school

unless the high school graduation is more than 175 miles from Toledo. This additional day may be used when a personal degree is conferred, regardless of the day the ceremony is held.

Applications shall be made to the Human Resources Office no later than ten (10) days prior to the event.

I. Court Appearance/Jury Duty

1. Matrix persons who are required to serve on jury duty shall receive full salary during the period of such service.
2. Employees who are subpoenaed to appear in court as a witness or defendant in a case shall have no deduction in salary. This provision shall be limited to three (3) days per case except in job related cases or if the employee is a plaintiff in a job related case. In the event that an employee requires time off in excess of three (3) days per case in non-job related cases, said employee shall have excess time off charged to sick leave.

J. Religious Observance Leave

Matrix employees shall be entitled to leave for religious observances. Requests for such leave shall be filed in the Human Resources Office at least ten (10) days prior to the religious observance.

Leaves for religious observance shall be charged first to unused personal leave. When personal leave is exhausted, all other religious observance leave shall be charged as unpaid leave.

K. Professional Leave

1. TAAP Professional Conference Fund
 - a. The Toledo Board of Education recognizing the importance of national and state conferences, workshops and school visitation will provide the amount of twenty-eight thousand (\$28,000) per school year to be set aside for the TAAP Professional Conference Fund. The fund shall be administered by TAAP. Funds not expended shall be carried over to the next school year for additional professional leave expenses.
 - b. Monthly reports, including copies of the requests for subsequent purchase orders shall be forwarded to the TAAP office.

2. Disbursement
 - a. Local conferences (Toledo and twenty-five [25] mile radius)
 1. registration
 - b. State conferences (beyond the twenty-five [25] mile radius)
 1. registration
 2. lodging, if necessary, paid at the single rate
 3. amount not to exceed three hundred dollars (\$300) if lodging is required
 4. amount not to exceed the registration fee if lodging is not required
 - c. Out of state conferences
 1. registration
 2. lodging paid at the single rate
 3. amount not to exceed six hundred dollars (\$600)
3. General provisions
 - a. Matrix persons shall not be granted more than one (1) disbursement from the TAAP Professional Conference Fund per school year.
 - b. Expenses for professional conferences mandated by the Board will be paid by the Board.
 - c. Requests for mileage reimbursement shall be submitted as part of the matrix person's mileage allowance.
 - d. Meals inside or outside of the school district will not be paid by the TAAP Professional Conference Fund but may be paid by the district if properly authorized.
 - e. No matrix person will be subjected to a lottery for professional leaves provided their absence does not require a substitute.
 - f. Entry Year Principal Program

It is in the best interests of the District to provide Principals and Assistant Principals with the opportunity to secure five (5) year licenses therefore the District will approve all professional leave requests to attend the appropriate meetings in Columbus. (At the matrix person expense).

L. Extended Leaves of Absence

1. Pregnancy Leave - Sick Leave

- a. The matrix person and her doctor shall determine the number of accumulated sick leave days to be applied. The Human Resources Office shall be notified of the number of accumulated sick leave days to be applied seven (7) days prior to the commencement of sick leave. This notice shall include the doctor's verification of the number of sick days to be used. The matrix person shall also specify the duration of the sick and/or maternity leave but such requests shall not exceed one (1) calendar year.

2. Maternity Leave

- a. The maternity leave is an unpaid leave commencing at the expiration of designated sick leave days. The applicant shall specify at the time of application the intended date of return to her assignment. A doctor's statement shall not be requested for maternity leave.
- b. Maternity and/or sick leave in excess of twelve (12) months shall require reapplication and approval by the Board.
- c. The matrix person shall return to her original position if available, or to a comparable position.
- d. Fringe benefits will be paid for the rest of the month when sick leave is stopped, plus two (2) months additional.

3. Child Birth and Adoption Leave

If requested, members of the bargaining unit shall be granted three (3) days child birth, paternity, or adoption leave with pay, to be taken immediately before or following the birth or adoption of a child to his/her spouse.

Male members of the bargaining unit shall be granted a paternity leave of not more than twelve (12) months under the following conditions:

- a. Evidence of full-time employment outside the home by the mother will be required.
- b. right to return to assignment shall be governed by the provisions of the maternity leave section above.
- c. The leave must commence within thirty-five (35) days of birth.
- d. Fringe benefits will be paid as per Mater-

nity Leave, paragraph two (2), above, unless the mother is eligible for employer provided health insurance.

4. Illness in the Family

A leave of absence, without pay, up to one (1) year may be granted for the purpose of caring for a sick member of the matrix person's immediate family, as defined in Article XXVII-F.

5. Political Leave

The Board shall grant a leave of absence without pay to any matrix person to serve in a public office. The Board may grant a leave without pay to any matrix person to campaign as or for a candidate for a public office.

6. Return to Work/Transitional Work Program

Any employee who is injured, assaulted or disabled while in the performance of his/her duties, under such circumstances as would cause such injury or disability to be compensable under the Workers' Compensation Laws of the State of Ohio shall have the following options:

Option A

Remain on the regular payroll of the employer through the TPS Wage Continuation Program; or,

Option B

Go off the regular payroll on an unpaid Workers' Compensation leave and receive compensation from the Bureau of Workers' Compensation.

Option A - TPS Wage Continuation Program

An employee who elects to participate in the TPS Wage Continuation Program agrees to the terms and stipulations as described in the TPS Return to Work/Transitional Work program (See Appendix L). Such Return to Work/Transitional Work program is a cooperative effort between labor and management, mutually agreed upon, and may be amended only upon the consent of the joint TPS/TAAP Workers' Compensation committee. The committee will consist of equal representatives from the administration and TAAP.

Eligibility for the TPS Wage Continuation Program requires the employee to be off work due to a work related injury, provided the employee and/or the employer reports the injury within twenty-four (24) hours of the incident of illness or injury. A Workers' Compensation claim will be filed for payment of medical benefits through the

Bureau of Workers' Compensation. Paid leave shall be granted for a period of time as recommended by the program treating physician not to exceed two (2) years, during which time the employee will remain on the Board's payroll, provided proof of continued disability is submitted. Such proof shall be accompanied by a "statement of attending physician" setting forth the illness or injury, work restrictions, if any, estimated duration of disability, and estimated return to work date. Attending physician statements must be submitted to the Board within forty-eight (48) hours of treatment. Should these requirements not be fulfilled by the employee, the request for wage continuation extension may not be considered. All benefits, including insurance will continue during the duration of the Wage Continuation Program.

If an employee returns to work for less than six (6) months and then is disabled at a later date due to the same injury, he/she may request to reactivate the Wage Continuation Program provided proper medical proof is submitted to the employer; and, thereafter, may follow the procedure outlined above for the remainder of time unused of the original two (2) years of eligibility under the program. Such an employee who has returned to work for six (6) months or longer is eligible for an additional two (2) years of eligibility under the program.

If an employee's eligibility for the two (2) years of Wage Continuation is exhausted, the employee is eligible for additional leave time equal to:

1. his/her sick leave accumulation and other accrued time; plus
2. up to a two (2) year unpaid Workers' Compensation leave of absence. The employee may elect to use either of these alternatives first.

When electing to utilize accumulated sick leave and other accrued leave, the employee will remain on payroll and will continue to receive all benefits, including insurance, but will not be eligible to receive compensation from the Bureau of Workers' Compensation.

When electing to utilize unpaid Workers' Compensation leave, the employee will go off payroll and will continue to receive all benefits, including insurance. The employee may file to receive Workers' Compensation payments for

which he/she may be eligible. The employee and the Board retain their respective rights under the Workers' Compensation Act. The unpaid Workers' Compensation leave will be granted up to one (1) year. Extensions beyond the one (1) year may be granted but shall not exceed two (2) six (6) month periods.

When the amount of time the employee has available under one alternative has been exhausted, he/she will be placed under the other alternative. If the employee does not elect an alternative, the employee's accumulated sick leave and other accrued time will be used first.

After an employee has exhausted all leave time available under Option A, the employee's employment and seniority will be terminated. Continuation of insurance benefits, once all leave is exhausted, shall be for the balance of the month plus two (2) additional months. Thereafter, the employee may continue benefits according to COBRA regulations.

At all times during leave under this section, the employee will remain required to provide medical documentation and cooperate with the procedures of the TPS Return to Work/Transitional Work Program. An employee electing to participate in the TPS Wage Continuation Program, who returns to work during leave granted under Option A, will be reinstated to his/her former position (subject to any medical restriction(s) identified by the program).

Option B - Unpaid Workers' Compensation Leave

An employee electing not to be evaluated by the employer's program physician or who elects not to follow that physician's recommended program and go only to the physician of their choice shall not be entitled to participation in the Wage Continuation Program as described above. Such an employee electing not to participate in the Wage Continuation Program will be removed from payroll and will be placed on an approved unpaid Workers' Compensation leave of absence. Notice of intent not to participate in the employer's Continuation Program must be given within three (3) work days of the injury. Any and all work-related injury claims will be processed through and conform with the Workers' Compensation Act. The Board and employee will retain their respective rights to pursue/defend any claims under the Workers' Compensation Act,

including but not limited to the employer's right to offer work within the employee's work restrictions and the employer's right to have the employee examined by a physician of its own choosing.

An employee who elects not to participate in the TPS Wage Continuation Program is eligible for total leave time for:

1. up to a two (2) year unpaid Workers' Compensation leave of absence; plus
2. his/her sick leave accumulation and other accrued time. While on unpaid Workers' Compensation leave the employee will go off payroll.

The unpaid Workers' Compensation leave will be granted for up to one (1) year. Extensions beyond the one (1) year may be granted, but shall not exceed two (2) six (6) month periods.

An employee whose unpaid Workers' Compensation leave ends because the employee is no longer eligible to receive temporary total disability, who has not exhausted two (2) years of unpaid Workers' Compensation leave, and does not return to work, must utilize all of his/her available accrued time. If the employee does not return to work after such accrued time is utilized, the employee will be placed on an unpaid leave of absence without benefits for a period of time equal to the remainder of the unused leave of absence available (i.e. two years less the time taken while on temporary total) after which time the employee's employment and seniority will be terminated.

An employee who has exhausted his/her two (2) year unpaid Workers' Compensation leave and does not return to work must then utilize all available accrued time, after which time the employee's employment and seniority will be terminated.

An employee who returns to work for less than six (6) months and then is disabled at a later date due to the same injury is eligible for the remainder of the time unused of the original two (2) years of unpaid Workers' Compensation leave. Such an employee who has returned to work for six (6) months or longer is eligible for an additional two (2) years of unpaid Workers' Compensation leave.

An employee's eligibility for continuation of insurance benefits will be for the length of time the

employee is eligible to receive temporary total disability or the length of the unpaid Workers' Compensation leave under this provision, whichever is less. Insurance benefits will also be continued during utilization of any sick leave accumulation and other accrued time. After all available leave is exhausted under Option B, the employee may continue insurance benefits according to COBRA regulations.

An employee on a leave of absence under Option B will be reinstated to his/her former position if he/she is able to return to work. As long as an employee remains on leave under Option B, his/her position will not be permanently filled.

GENERAL

If a matrix employee becomes unable to perform his/her duties on a full-time basis due to a temporary disability and/or long term illness, lasting more than twenty (20) work days, he/she shall be referred to the transitional work program.

The employer reserves the right to recoup benefit payments to any employee who is guilty of submitting a false claim, or abuse of any of the provisions covered in this section or working for another employer while on leave under this section, and may take disciplinary action.

In the event the Bureau of Workers' Compensation, the Industrial Commission or a court denies any claim as not being sustained in the course of and arising out of employment or related to an old compensable injury, wage continuation payments will be charged to sick leave to the extent such sick leave is available. If the employee does not have a sufficient sick leave balance, the employer shall recoup the wage continuation payments made by reducing future sick leave earnings by one-half (1/2) until the wage continuation payments made are fully recouped. An employee who terminated employment with an outstanding balance owed will be responsible to reimburse the school district.

Holidays or vacations which occur during approved wage continuation periods shall be compensated as a holiday or vacation, and if a claim is subsequently disallowed shall not be charged against the employee's sick leave accumulation.

7. Sabbatical Leave

A maximum of three (3) matrix persons each year shall be granted a leave of absence for two (2) semesters subject to the following provisions:

- a. Applicants must have completed seven (7) years of service in the Toledo Public Schools system, three (3) of which shall represent continuous service as a matrix employee.
- b. The matrix person shall present the sabbatical leave committee a plan outlining the purpose and goal of the sabbatical leave. Such a plan will have as its primary purpose professional growth. This leave, if granted, shall not exceed one (1) school year. Matrix persons granted sabbatical leave shall receive fifty percent (50%) salary for the duration of the leave. At the conclusion of the leave, the matrix person shall present evidence that the plan was pursued.
- c. The sabbatical leave committee shall consist of two (2) persons appointed by TAAP and two (2) persons appointed by the Board. They shall make recommendations to the Superintendent after considering applications.
- d. Application must be made on or before March 1 of the year being requested and applicants must be notified by May 1 unless mutually agreed to by the TAAP President and Assistant Superintendent – Human Resources.
- e. Salary and seniority after returning shall be equal to the level the matrix person would have received had he/she continued in his/her position.
- f. Matrix persons on sabbatical leave shall return to their original position, if available, or, if not, to a comparable position.
- g. The Board agrees to maintain life insurance and all health insurance benefits during the sabbatical leave.
- h. Matrix persons involved may be required to sign an agreement to return to Toledo Public School service for two (2) years.

8. Military Leave

All officers and employees of the state or the political subdivisions thereof who are members of the Ohio National Guard, the Ohio Defense

Corps, the Ohio Naval Militia, or members of other reserve components of armed forces of the United States are entitled to leave of absence from their respective duties without loss of pay for such time as they are in the military service on field training or active duty for periods not to exceed thirty-one (31) days in any one (1) calendar year.

9. Family and Medical Leave Act

A. Effective February 5, 1994, the Board of Education of Toledo Public Schools (hereinafter the "Employer") and the Toledo Association of Administrative Personnel (hereinafter the "Union") hereby agree to the following memorandum to comply with the requirements of the Family and Medical Leave Act of 1993, and implementing regulations (hereinafter the "Act" or "FMLA"):

1. Employees eligible under the FMLA will be entitled to leave as provided by the Act:

- a. for the care of the employee's child (birth, or placement for adoption or foster care); or
- b. for the care of the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- c. for a serious health condition that makes the employee unable to perform his/her job.

2. Definitions of terms as utilized in the FMLA or implementing regulations are incorporated into this agreement.

- a. The employer's fiscal year (July 1 through June 30) will be the twelve (12) month period during which an eligible employee may take FMLA leave.
- b. The parties recognize that the current contractual leave benefits in many respects exceed the requirements of the FMLA. Time off work, paid or unpaid, and payment of benefits, provided under the parties collective bargaining agreement for leaves that qualify for FMLA leave will count towards an employee's annual FMLA leave entitlement, except for vacation time and/or personal leave time. It is the parties intent that this memorandum shall not reduce or limit any negotiated benefits or conditions of employment.

- c. Notification and verification of FMLA leave will be required for leaves under the collective bargaining agreement. The parties agree that the employer may verify an employee's leave request as permitted by the FMLA. The parties agree that an employee should provide as much advance notice of leave as is reasonably possible under the circumstances.
- d. An employee's job restoration right will be covered by either the collective bargaining agreement or the FMLA, whichever provides the greater protection under the circumstances.
- e. The parties agree the employer may recover the costs of health insurance or other benefits (e.g. life insurance, etc.) maintained for an employee on FMLA leave beyond contractual requirements, as permitted by the Act, if the employee does not return to work upon exhaustion of the employee's leave entitlement.

10. Good Cause

Other leaves of absences without pay may be granted by the Board for good reason. Examples of leaves in this category would include study leave, professional growth, foreign exchange leave, public service leave, etc.

Upon ten (10) days notice to the Human Resources Office a member of the bargaining unit shall be granted up to five (5) school days without pay per school year. This leave may be used more than once each year, but the total shall not exceed five (5) days annually. These days need not be taken consecutively. Personal leave shall be permissible the day before and the day after these unpaid days. This leave shall not be taken by building administrators between April 30th and the close of school.

**ARTICLE XXVIII –
EXTENSIONS, RENEWAL, AND
RETURN FROM LEAVE**

A. Extension and Renewals

All extensions and renewals shall be applied for and granted in writing.

B. Salary

Upon return from leave granted by the Board, a

matrix person shall be considered as if he/she were actively employed by the Board during the leave and shall be placed on the classification and level he/she would have achieved if he/she had not been absent.

C. Benefits

All benefits which a matrix person was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored to him/her upon his/her return and he/she shall be assigned to the same position which he/she held at the time said leave commenced, if available, or, or not, to a comparable position or to a position to which entitled by seniority and qualifications.

**ARTICLE XXIX –
HOLIDAYS**

- A.** The following holidays shall be observed for all matrix employees with full pay at the regular daily rate of pay at the time said holiday occurs unless otherwise provided in this contract:
1. New Year's Day
 2. Martin Luther King Day
 3. Presidents' Day
 4. Friday before Spring break
 5. Memorial Day
 6. Independence Day
 7. Labor Day
 8. Thanksgiving Day
 9. Day after Thanksgiving
 10. Day before Christmas Day
 11. Christmas Day
 12. Day before New Year's Day
- B.** Any day set apart by the president of the United States or the governor of the state of Ohio as a holiday, which is authorized by the Superintendent of schools and/or Board of Education as a school holiday, shall be a paid holiday for matrix persons scheduled to work.
- C.** The granting of pay for holidays shall be subject to the following regulations:
1. To be eligible for holiday pay, said holiday must fall during the contract work year prescribed for the matrix employee.
 2. If a holiday occurs during a sick leave or

injury leave with pay, the matrix employee shall be paid for the holiday at his/her daily rate. A sick leave day will not be charged against accumulated sick leave or a day be deducted from assault leave when a holiday occurs during said sick leave or injury leave.

3. If a holiday occurs during a vacation period, the matrix person shall be paid for said holiday at his/her regular daily rate of pay and the holiday will not be charged as a vacation day.
4. Any matrix employee who is required to work on a designated holiday shall be paid holiday pay plus his/her daily rate of pay.
5. In the event a matrix employee is working in a higher classification and is thus being paid at a higher daily rate of pay for the day before and the day after the holiday, that employee shall be paid the higher daily rate of pay for the holiday.
6. The granting of a holiday in Section A or other day as described in B above shall not result in extending the work year.

ARTICLE XXX – MATRIX RETIREES

1. Matrix retirees employed by the Board in acting assignments of no longer than fifty-nine (59) days shall be paid at the TAAP negotiated hourly rate and shall be entitled to the conditions of employment provision and remedies of this agreement as follows: sick leave, STRS/SERS, grievance procedure, matrix discipline, access to personnel files, mileage, holiday pay and professional leave. This agreement will not include the following: peer mentor stipends, administrator for Project STAR, proficiency test facilitators, consultants, IEP administrative coverage, or any other similar non-staff position.
2. Matrix retirees employed by the Board in a continuous acting assignment longer than fifty-nine (59) consecutive working days, but less than ninety (90) consecutive working days shall be placed on the proper Class and Level of the matrix job they are acting in, when the matrix retiree reaches the fifty-ninth (59th) day he/she shall be paid at the current daily rate back to the

first (1st) day of the continuous acting assignment. For purposes of determining the proper level, matrix retirees shall be credited with five (5) years matrix experience. Once a matrix retiree is placed on the matrix and the current continuous acting assignment ends, he/she shall have a ten (10) day "bridge" period which will allow the matrix person to keep his/her current matrix placement provided that he/she is assigned to another long term (lasting twenty [20] working days) matrix assignment within the ten (10) working day "bridge" period.

3. Matrix retirees employed by the Board in a continuous acting assignment of ninety (90) working days or longer (assuming TAAP has approved extending the acting assignment) will continue to be paid at the current daily rate for all days in any acting assignment during the remainder of the fiscal year in which they attained the ninety (90) days and shall receive all fringe benefits, all leaves, and other conditions of employment provisions and remedies of this agreement, except as noted herein.
4. Retired matrix persons who are employed as contract matrix persons are members of the bargaining unit, and shall be entitled to health insurance effective January 1, 2009 but shall not be entitled to severance payment, life insurance or longevity.
5. Retired matrix persons employed by the Board in acting assignments are members of the bargaining unit, but shall not be entitled to severance payments, health insurance, life insurance or longevity.

ARTICLE XXXI – ECONOMIC AND FRINGE BENEFITS

A. Matrix Work Year Flexibility

1. Matrix persons shall have the ability to adjust their scheduled work year subject to the approval of their immediate supervisor in writing.
 - a. Salary adjustments will be made in accordance with the calendar as issued by personnel.

B. Base Matrix Work Year

A base matrix work year of one hundred ninety (190) days shall be used to calculate the daily

rate of matrix persons for the purpose of paying severance, unused personal leave day(s), sick leave bonus, accumulated sick leave paid as a death benefit.

C. Matrix Salary Schedules

**Toledo Association of
Administrative Personnel**

SALARY SCHEDULE

Effective August 1, 2003

CLASS	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4
1	\$67,161	\$68,495	\$69,069	\$70,374
2	\$65,527	\$66,831		
3	\$62,382	\$63,686		
4	\$60,802	\$62,106		
5	\$59,416	\$60,721		
6	\$54,914	\$56,674	\$58,718	
7	\$53,183	\$54,928	\$56,998	
8	\$52,462	\$54,250	\$56,279	
9	\$48,999	\$50,759	\$52,614	\$54,741
10	\$48,124	\$49,871	\$51,742	\$53,882
11	\$47,599	\$49,374	\$51,229	\$53,342
12	\$46,712	\$48,488	\$50,342	\$52,496
13	\$44,634	\$46,409	\$48,250	\$50,390

**Roll-In Five (5)
Years Longevity Step \$500**
Effective August 1, 2008

CLASS	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4
1	\$67,661	\$68,995	\$69,569	\$70,874
2	\$66,027	\$67,331		
3	\$62,882	\$64,186		
4	\$61,302	\$62,606		
5	\$59,916	\$61,221		
6	\$55,414	\$57,174	\$59,218	
7	\$53,683	\$55,428	\$57,498	
8	\$52,962	\$54,750	\$56,779	
9	\$49,499	\$51,259	\$53,114	\$55,241
10	\$48,624	\$50,371	\$52,242	\$54,382
11	\$48,099	\$49,874	\$51,729	\$53,842
12	\$47,212	\$48,988	\$50,842	\$52,996
13	\$45,134	\$46,909	\$48,750	\$50,890

**Add \$500 to Class 1 - All Levels
Eliminate Class 12 and 13
Effective August 1, 2008**

CLASS	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4
1	\$68,161	\$69,495	\$70,069	\$71,374
2	\$66,027	\$67,331		
3	\$62,882	\$64,186		
4	\$61,302	\$62,606		
5	\$59,916	\$61,221		
6	\$55,414	\$57,174	\$59,218	
7	\$53,683	\$55,428	\$57,498	
8	\$52,962	\$54,750	\$56,779	
9	\$49,499	\$51,259	\$53,114	\$55,241
10	\$48,624	\$50,371	\$52,242	\$54,382
11	\$48,099	\$49,874	\$51,729	\$53,842

**Add Additional Levels
at \$500
Effective August 1, 2008**

CLASS	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4
1	\$68,161	\$69,495	\$70,069	\$71,374
2	\$66,027	\$67,331	\$67,831	\$68,331
3	\$62,882	\$64,186	\$64,686	\$65,186
4	\$61,302	\$62,606	\$63,106	\$63,606
5	\$59,916	\$61,221	\$61,721	\$62,221
6	\$55,414	\$57,174	\$59,218	\$59,718
7	\$53,683	\$55,428	\$57,498	\$57,998
8	\$52,962	\$54,750	\$56,779	\$57,278
9	\$49,499	\$51,259	\$53,114	\$55,241
10	\$48,624	\$50,371	\$52,242	\$54,382
11	\$48,099	\$49,874	\$51,729	\$53,842

**3.06% Increase
Effective August 1, 2008**

CLASS	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4
1	\$70,247	\$71,622	\$72,213	\$73,558
2	\$68,047	\$69,391	\$69,907	\$70,422
3	\$64,806	\$66,150	\$66,665	\$67,181
4	\$63,178	\$64,522	\$65,037	\$65,552
5	\$61,749	\$63,094	\$63,610	\$64,125
6	\$57,110	\$58,924	\$61,030	\$61,545
7	\$55,326	\$57,124	\$59,257	\$59,773
8	\$54,583	\$56,425	\$58,516	\$59,032
9	\$51,014	\$52,828	\$54,739	\$56,931
10	\$50,112	\$51,912	\$53,841	\$56,046
11	\$49,571	\$51,400	\$53,312	\$55,490

**Roll-In Ten (10) Years
Longevity Step \$700
Effective August 1, 2009**

CLASS	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4
1	\$70,947	\$72,322	\$72,913	\$74,258
2	\$68,747	\$70,091	\$70,607	\$71,122
3	\$65,506	\$66,850	\$67,365	\$67,881
4	\$63,878	\$65,222	\$65,737	\$66,252
5	\$62,449	\$63,794	\$64,310	\$64,825
6	\$57,810	\$59,624	\$61,730	\$62,245
7	\$56,026	\$57,824	\$59,957	\$60,473
8	\$55,283	\$57,125	\$59,216	\$59,732
9	\$51,714	\$53,528	\$55,439	\$57,631
10	\$50,812	\$52,612	\$54,541	\$56,746
11	\$50,271	\$52,100	\$54,012	\$56,190

**Add \$500 to Class 1
Level 4
Effective August 1, 2009**

CLASS	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4
1	\$70,947	\$72,322	\$72,913	\$74,758
2	\$68,747	\$70,091	\$70,607	\$71,122
3	\$65,506	\$66,850	\$67,365	\$67,881
4	\$63,878	\$65,222	\$65,737	\$66,252
5	\$62,449	\$63,794	\$64,310	\$64,825
6	\$57,810	\$59,624	\$61,730	\$62,245
7	\$56,026	\$57,824	\$59,957	\$60,473
8	\$55,283	\$57,125	\$59,216	\$59,732
9	\$51,714	\$53,528	\$55,439	\$57,631
10	\$50,812	\$52,612	\$54,541	\$56,746
11	\$50,271	\$52,100	\$54,012	\$56,190

**2% Increase
Effective August 1, 2009**

CLASS	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4
1	\$72,366	\$73,768	\$74,371	\$76,253
2	\$70,122	\$71,493	\$72,019	\$72,544
3	\$66,816	\$68,187	\$68,713	\$69,238
4	\$65,155	\$65,526	\$67,052	\$67,577
5	\$63,698	\$65,070	\$65,596	\$66,121
6	\$58,966	\$60,816	\$62,965	\$63,490
7	\$57,146	\$58,981	\$61,157	\$61,682
8	\$56,388	\$58,268	\$60,401	\$60,926
9	\$52,748	\$54,598	\$56,548	\$58,784
10	\$51,828	\$53,665	\$55,631	\$57,881
11	\$51,276	\$53,142	\$55,092	\$57,313

D. Longevity Pay

1. Longevity payment shall be made according to the following schedule:

August 1, 2008

Years of Service Earned/Granted	Amount Earned	Cumulative Amount
10 years	\$ 700	\$ 700
15 years	\$ 1,200	\$ 1,900
18 years	\$ 1,000	\$ 2,900
21 years	\$ 1,000	\$ 3,900
23 years	\$ 500	\$ 4,400
24 years	\$ 700	\$ 5,100
27 years	\$ 1,900	\$ 7,000
30 + years	\$ 2,500	\$ 9,500

August 1, 2008

Years of Service Earned/Granted	Amount Earned	Cumulative Amount
15 years	\$ 1,200	\$ 1,200
18 years	\$ 1,000	\$ 2,200
21 years	\$ 1,000	\$ 3,200
23 years	\$ 500	\$ 3,700
24 years	\$ 700	\$ 4,400
27 years	\$ 1,900	\$ 6,300
30 + years	\$ 2,500	\$ 8,800

2. Beginning 8-01-08 a newly hired matrix person will be credited for all documentable evidence that he/she has contributed to a public employee retirement system; or, he/she has worked a similar job in the public/private sector; or, he/she has served in the military; or, a combination of any or all of the above.

E. Educational Incentives

1. Matrix persons who earn the following degrees, provided the degree(s) are not required for their matrix assignment (journeyman cards and trade licenses are excluded from this language and will be paid irrespective of whether they are required for the job) shall be paid the amount listed below in addition to their regular salary.

Degrees	Amount
Associate	\$ 579
Journeyman	\$ 579
Bachelor	\$ 927
Masters	\$ 1,000
Specialist	\$ 1,274
Ph.D., Ed.D	\$ 2,000
Trade License	\$ 232

- a. The matrix person having both an Associate degree and a Bachelor degree (other than the degree required for their assignment) shall receive a maximum payment of \$927.
- b. The matrix person having both a Bachelor degree and Masters degree (other than the degree required for their assignment) shall receive a maximum payment of \$1,000.
- c. The matrix person having both a Specialist degree and a Masters degree (other than the degree required for their assignment) shall receive a maximum payment of \$1,274.
- d. The matrix person having both a Specialist degree and a Doctorate degree (other than the degree required for their assignment) shall receive a maximum payment of \$2,000.

2. Licenses

- a. Matrix persons who earn a job related license, provided the license is not required for the matrix position, or matrix persons who upgrade a job related license, shall be paid the appropriate rate for a license in addition to their regular salary.

3. Graduate Hours

- a. Payment shall be made at the rate of thirty-one dollars (\$31.00) per quarter hour earned above the Masters degree. Payment shall not be made until twenty-two (22) graduate hours are accumulated. The maximum accumulation of hours eligible for payment under this provision is ninety (90) quarter hours or the equivalent of a doctorate.

4. Continuing Education Units

- a. Payment shall be made at the rate of thirty-one dollars (\$31.00) per quarter hour based on the following formula:
Ten (10) seminar instructional hours equals one (1) continuing education unit.
Ten (10) continuing education units equals one (1) quarter hour.
Payments shall be made for each quarter hour earned once twenty-two (22) quarter hours have been accumulated. The maximum accumulation of hours available for payment under this provision is ninety (90) quarter hours.

5. Maximum Accumulation
 - a. Maximum accumulation of graduate hours and/or Continuing Education Units is ninety (90) quarter hours.
6. Procedure for payment of Educational Incentives (degrees and graduate hours) for full-time and part-time matrix employees.
 - a. In order for any matrix person (full time or part time) to be eligible for full payment of Educational Incentives (degrees and graduate hours) he/she must work his/her assigned work year.
 - b. When a part time matrix person completes his/her scheduled work year he/she will receive, by separate check if possible, the difference between the money he/she has already been paid out for his/her Educational Incentives (degrees and graduate hours) and the total amount remaining for the appropriate payment.

F. Severance

Retiring matrix persons shall be paid severance based on the following formula:

Years of Service	Payment
8 to 20.99	33 1/3% accumulated sick leave
21 on	70% accumulated sick leave

Matrix persons with nineteen (19) years of service or less must retire and actually draw benefit checks from STRS/SERS to qualify.

Matrix persons with twenty (20) years of service or more must exercise one of the options under STRS/SERS. This can include the option of withdrawing all STRS/SERS funds. However, early retirement which freezes until a later age will preclude severance pay.

Years of service will be those years granted by the Toledo Board of Education.

Accumulated sick leave will be the total credited at time of retirement paid at the employee's daily rate.

The Board will allow all employees who are paid over twelve (12) months, and who are members of the State Teachers Retirement System, the opportunity, as authorized by Section 3307.281 of the Ohio Revised Code and State Teachers

Retirement Board Rule 3307-1-28, to purchase certain types of service credit by payroll deduction.

Matrix persons who, by March 1, provide written notification to the Executive Assistant to the Superintendent for Human Resources of retirement to be effective July 1 or August 1 shall receive an additional two thousand dollars (\$2,000).

At the option of the retiring employee, payment of severance may be made on or immediately after January 1 of the year following retirement, or after January 1, of the three (3) succeeding years following the retirement.

G. Accumulated Sick Leave Paid as a Death Benefit

A matrix person who dies while employed by the Toledo Board of Education shall have seventy percent (70%) of his/her accumulated sick leave paid to his/her beneficiary provided he/she was eligible for retirement as defined by STRS/SERS.

H. Hourly Rate

1. Effective 8-01-08 the TAAP Hourly Rate will be twenty-five dollars and fifty cents (\$25.50).
2. Effective 8-01-09 the TAAP Hourly Rate will be twenty-six dollars and fifteen cents (\$26.15).
3. If any teacher is paid a mandated rate of pay for any inservice and/or professional development the payment of matrix persons attending the same inservice and/or professional development will be governed by Article XX-A-7 of the TAAP Agreement.

I. Supplemental Contracts

	Current Rate	August 08	August 09
Administrative Assistant.....	\$2,137	\$2,300	\$2,500
All City Sports Banquet	\$2,362	no change	no change
Administor In Charge Music, ESL, Outdoor Ed.....	\$6,000	no change	no change
Administor In Charge, Foreman In Charge, Construction Projects	\$5,000	no change	no change
Administor In Charge, Art	\$4,000	\$4,500	\$5,000
Administrator On Special Assignment Assistant to the Treasurer	\$5,000	\$1,457	\$1,457
Administor On Special Assignment.....	\$4,000	no change	no change

Building Testing Coordinator..	\$525	\$550	\$600
Coordinator, Direct Instruction Success For All.....	\$6,000	no change	no change
Instructional Planning Consultant	\$5,000	\$5,985	\$6,285
School Assistance Center, Coordinator	\$3,500	\$5,000	no change
School Assistance Center, Coordinator Early Childhood .	\$1,642	\$2,000	no change
Certification Coordinator (Writing Sample).....	\$1,500	no change	no change
Guidance Director.....	\$1,642	\$1,800	\$2,000
Director of Guidance Services	–	\$2,000	\$3,000
Jefferson/Madison Facilitators	\$225	no change	no change
Jefferson/Madison Planning Team.....	\$281	no change	no change
LPDC Committee.....	\$4,375	\$4,500	no change
Summer School - High School Principal	\$3,712	\$4,000	\$4,500
Assistant Principal	\$3,375	\$3,500	\$3,750
Dean	\$3,150	\$3,250	\$3,500
Summer School – Elementary, Middle School Principal	\$2,812	\$3,200	\$3,500
Elementary/Secondary Summer School Coordinators	\$3,937	\$4,250	\$4,500
Petty Cash Inservice.....	\$3,340	no change	no change
Physical Education Specialists Scheduling	\$3,000	no change	no change
Peer Mentor.....	\$2,500	no change	no change
Principal, Two (2) Buildings ...	\$2,275	no change	no change
Special Education Re-Evaluations	\$186	\$193	\$200
Director, Safety Education	\$1,750	no change	no change
Coordinator, Students Helping Other Students	\$1,000	no change	no change
SAC Technology Resource Specialist.....	\$1,780	no change	no change
Textbook Selection	\$1,069	\$1,200	\$1,400
Twenty-First (21st) Century Grant	\$3,500	\$3,600	\$3,700
Comprehensive Continuous Improvement Plan	\$6,000	no change	no change
Student Teacher Placement ..	\$1,750	no change	no change
Director Alternative Schools, Speech Therapy	\$1,900	no change	no change
Supervisor, SAC Coordinators	\$3,500	no change	no change
Master Schedule Design	\$525	\$550	\$600
Dispensing Medications.....	\$525	\$550	\$600

	Current Rate	August 08	August 09
Employee Involvement			
Facilitator (as needed).....	\$2,000	no change	no change
Early Success for Children....	\$5,000	no change	no change
Grove Patterson, Old West End			
Principal Stipends.....	\$5,000	no change	no change
Director, Health			
Immunization	\$1,750	no change	no change
Homeless Coordinator.....	\$3,400	no change	no change
Ace.....	\$4,500	no change	no change
Intern Counselor Placement..	\$1,750	no change	no change
Implementing/Monitoring			
Building Automation.....	\$3,000	no change	no change
Intermediate Plus			
Coordinator.....	\$2,000	no change	no change
Interpreter Supervisor.....	\$1,900	no change	no change
TAAP Leadership Program			
Director	\$6,074	no change	no change
TAAP Leadership Academy			
Steering Committee.....	\$731	\$1,000	no change
Transportation Reports.....	\$1,250	\$750	\$250
Urban Leadership Development			
Program Mentor.....	\$5,000	no change	no change
Conflict Mediation	\$675	\$700	\$725
Teen Institute Peer			
Educator	\$870	no change	no change
English as a Second			
Language.....	\$6,000	no change	no change
OT/PT Director.....	\$1,900	no change	no change
PGC Instructor.....	\$ 400	no change	no change
Tech Prep Enhancement	\$1,000	no change	no change
YMCA Youth Opportunities			
Program.....	\$3,000	no change	no change

All supplemental contract will be calculated based on a one hundred ninety (190) day work year.

The following supplemental contracts are utilized in calculating daily rate: administrative assistant, administrators in charge, peer mentor/trainer, Principal Mentor, building testing coordinator, school assistance center coordinator, guidance director, dispensing medications, Grove Patterson, Old West End principal stipends, peer mentor, TAAP Leadership Program Director.

Supplemental contracts must be negotiated between the TAAP President and the Executive Assistant to the Superintendent for Human Resource in accordance with the TAAP Agreement.

J. Professional Growth Credits

Each PGC shall be compensated at the rate of twenty-five dollars (\$25.00).

K. Mileage

1. Reimbursement

a. Reimbursement for in-district travel will be provided in accordance with the IRS approved rate at the time the IRS announces the new rate. Maximum amounts for mileage reimbursement will be in accordance with past practice.

Principal and assistant principal as required

Other matrix staff mileage as required

Exceptions will be agreed upon by TAAP and the Board.

2. Guidelines for Reimbursement

a. Those matrix persons whose in-district travel exceed five hundred (500) miles in any one (1) month, shall meet with their immediate supervisor for a mileage review. This review shall include but not be limited to the following considerations:

1. Is the matrix person's mileage report accurate, and can travel be documented?
2. Is the travel claimed job related and job required?
3. Was the mileage report personally prepared by the matrix person claiming the mileage?

b. If a mileage review identifies inconsistencies or unjustified mileage claims, appropriate disciplinary action shall be initiated up to and including a hearing for the record.

3. General Provisions

a. Quarterly printouts will be issued to division heads to provide them with summarized travel data.

b. Any matrix person scheduled for a mileage review shall have the right to representation by TAAP.

L. Use of Board Owned Vehicles

1. Board owned vehicles shall be used strictly for Board of Education business, during working hours.
2. Board owned vehicles shall not be driven home unless specifically authorized by the appropriate division head.
3. If it is necessary for any matrix person to use his/her personal vehicle outside working hours on official school business, he/she shall be paid mileage subject to the provisions in Article XXX-K of the TAAP agreement.
4. The Director of Transportation will be required on occasions as determined by the business manager, to have access at home to a Board owned 4-wheel drive vehicle since he/she is required to check road conditions during inclement weather for the safety of bus transportation of students and the closing of schools.
5. The Director of Food Service will be required on occasion, as determined by the business manager, to have access at home to a Board owned vehicle since he/she is required to have access to food service facilities during inclement weather to prevent loss of stored food items.
6. If an employee who is required to drive a Toledo Board of Education motor vehicle as part of his/her job is found to be uninsurable as determined by the fleet insurance carrier through the Bureau of Motor Vehicle Report, the employee shall immediately forfeit his/her entitlement to operate said vehicle.

In the event of such forfeiture, an employee shall be required to perform his/her duties.

All members of the Toledo Association of Administrative Personnel bargaining unit who are required to drive a Toledo Board of Education motor vehicle as part of his/her job shall report all convictions for moving violations forthwith to the Business Manager.

M. Optional Summer Hours at the Pearson Center

1. Summer hours for foremen at the Pearson Center may be four (4) ten (10) hour work days.
2. Only those foremen who opt to participate will receive an amount not to exceed \$3,000 per foremen. This money will be utilized by the fore-

foremen on applicable Fridays and Saturdays to supervise their work crew if the work force is required to work. Foremen working Fridays and Saturdays will not be required to work more than four (4) hours per day under normal circumstances.

3. It is understood that this shift will revert back to eight (8) hour days during weeks in which a holiday or a break occurs.
4. An employee in his/her final year before retirement shall be allowed to work, on a one (1) time basis, the 120 days that is required to make a year, as per SERS, at five (5) days a week at eight (8) hours per day on the day shift.
5. Sick days for 2nd shift employees will be charged at one (1) day when the employee is scheduled to work an eight (8) hour shift and 1.25 days when the employee is scheduled to work a ten (10) hour shift. A half-day sick leave will be charged at .50 of a day when the employee is scheduled to work an eight (8) hour shift and .63 of a day when the employee is scheduled to work a ten (10) hour shift as per the established work schedule.
6. Schedules of days for foremen in the program will be charged at one (1) day when the employee is scheduled for an eight hour shift and 1.25 days when the employee is scheduled to work a ten (10) hour shift as per the established work schedule.
7. Personal leave days for foremen participating in in this summer program shall be charged in the same manner as sick leave for summer shift AFSCME employees.

N. Separation from Service/Retirement Option/Severance Pay Deferral

1. Whenever a matrix person is within five (5) years of retirement as defined by the appropriate retirement system, such matrix person may volunteer, subject to the approval of the Superintendent, or his/her designee, to accept a matrix position at a lower matrix classification provided he/she indicates in writing to the Human Resources Office his/her intention to retire as defined above. Such matrix person shall continue to accrue the salary benefits of his/her previous matrix classification.
2. A decision in writing to elect this option is irrevocable.

3. Severance Pay Deferral Plan

The Board has adopted the "National Government Employees Retirement Plan" and the "Tax Deferred Annuity Plan for Government Employees" Document with terms that comply with the requirements of this Paragraph S.

Participation in the Plan shall be mandatory with payment of severance pay made to AIG or any second (2nd) company (i.e. ING) as agreed to by the Board and TAAP who meets all of the following requirements:

- The employee is an employee after the date of the adoption of the Plan.
- The employee retires and thereby becomes entitled to severance pay under Article XXXI-F, or a retirement declaration also under Article XXXI-F of the TAAP Agreement.
- The employee's date of separation from service is in or after the calendar year in which the employee is or will be age fifty-five (55) years old.

The terms of the Plan shall include the following:

- If a retiring employee is a participant in the Plan, in lieu of the employee receiving a cash payment under Article XXXI-F and/or making a retirement declaration under Article XXXI-F of the TAAP Agreement, and/or a cash payment of any unused Personal Leave, as is provided in Article XXVII-H-3-4 of the TAAP Agreement (collectively, "Severance Pay"), an employer contribution shall be made on his or her behalf under the Plan in an amount equal to the lesser of:
 - a. The total amount of the Participant's Severance Pay, or
 - b. The maximum contribution amount allowable under the terms of the Plan.
- The required contribution to the Plan shall be made within thirty (30) days of the effective date of retirement, provided the retiring employee has provided evidence of retirement under the State Teachers Retirement System (or, if applicable, another state retirement system).
- The Plan Year shall be from July 2 through July 1. The terms of the Plan shall include the following:
 - If a retiring employee is a participant in the

Plan, in lieu of the employee receiving a cash payment or Severance Pay, an employer contribution shall be made on his or her behalf under the Plan in an amount equal to the employee's Severance Pay that exceeds the maximum contribution amount allowable under the Plan.

- Payment shall be made to the Plan at the same time that payment is made to the 401(a) Plan; provided, however, that if the amount to be paid to the 403(b) Plan for any year exceeds the maximum amount that may be paid into the 403(b) Plan for such year, the excess shall be carried over up to two subsequent years and then paid into the 403(b) Plan. If there is an excess amount remaining after two subsequent years, it shall be paid to the employee in cash upon last payment to the 403(b) Plan.

If an employee has retired, he/she is entitled to have a contribution paid to AIG and/or a second (2nd) company (i.e. ING) and dies prior to such contribution being paid to the Plan, the contribution shall nevertheless be paid to the AIG and/or other Plan and then be paid to the Beneficiary of the employees in accordance with the terms of the Plans.

All contributions to the Plan(s), and any cash payments required hereunder, shall be subject to reduction for any tax withholding or other withholding that the Treasurer, in his/her sole discretion, determines is required by law. Neither the Board nor TAAP guarantee any tax or investment results associated with the Plan.

O. Redeployment

1. TAAP and the administration shall mutually agree upon those matrix positions that shall be redeployed.
2. Those matrix persons holding a matrix position identified for redeployment shall be guaranteed the following provisions:
 - a. Their current matrix classification and all subsequent improvements to that classification negotiated by TAAP, if that classification is higher on the matrix than the matrix classification of the job that they are being redeployed into; for as long as the redeployed matrix person remains redeployed.

- b. The matrix work year consistent with the work year established for the matrix job they are going into.
3. TAAP and the administration agree to re-title any matrix position(s), if it is required, in order to facilitate this administrative reorganization plan.
4. When a matrix person who has been redeployed resigns, retires, transfers, or receives a promotion, the subsequent vacancy shall be advertised and filled utilizing the appropriate matrix job title, matrix classification, and requiring appropriate certification.
5. TAAP and the administration will mutually determine whether any, all, or none, of the prior job duties will follow the redeployed matrix person to their new position.
6. Once TAAP and the administration have agreed upon the list of those matrix positions/ persons that shall be redeployed, an informational meeting shall be held to include all persons on the list. At this meeting each person shall receive a list of available positions from which to choose. It is understood that the positions selected must be at the same or lower classification unless otherwise agreed to by the Board and TAAP.
7. Within five (5) working days from the informational meeting, each matrix person on the list will be called into a selection meeting with the TAAP President and the Assistant Superintendent of Human Resources or his/her designee by order of matrix seniority for the purpose of selecting their new assignment.

P. Employee's Contributions to STRS/SERS

1. The Board shall designate each employee's mandatory contributions to the State Teachers Retirement System of Ohio or the School Employee Retirement System of Ohio as "picked up" by the Board as contemplated by Internal Revenue Service Revenue Ruling 77-462 and 81-36, although they shall continue to be designated as employee contributions as permitted by Attorney General Opinion 82-097, in order that the amount of the employee's income reported by the Board as subject to federal and Ohio income tax shall be the employee's total gross income reduced by the then-current percentage amount of the employee's retirement system contribution which has been designated as picked up by the Board.

Q. Tax Shelters

1. The opening periods for the adjustment of tax shelters shall conform to current practice.
2. Tax shelters which are calculated based upon a percent of a matrix person's salary shall be adjusted in accordance with the salary implementation dates of the TAAP agreement.

R. Insurances

1. Health Insurance

The board shall offer health insurance benefits (hospital/surgical/major medical insurance, prescription (rx) drug and mail order Rx, dental and vision insurance which meets the schedule of benefits listed in Appendix M for each matrix employee now or hereafter and her/his family.

Employees shall pay a portion of the cost of the health insurance as listed in Appendix M.

When a matrix employee reaches age 65, the Board will continue to offer the same health insurance provided other Matrix employees. In addition, when a Matrix employee's spouse turns age 65 and the spouse is a covered dependent under the Board's health insurance, the spouse will be primary under the Board's health insurance and secondary under Medicare insurance.

1. Types of Coverage

a. Hospital, Surgical, and Supplemental Major Medical

The Board shall maintain the present level of hospitalization and supplemental major medical benefits, except as modified by mutual agreement of the Insurance Committee. If the employer desires to change the insurance carrier, the employer shall notify the union thirty (30) days prior to the planned change. The union and the employer shall meet to discuss this matter and the union shall have the right to file a grievance if the union does not agree with the planned change. The change shall not be instituted until the grievance procedure has been exhausted.

b. Dental

The Board shall make available to eligible employees their choice of one (1) or two (2) dental plans, a traditional dental indemnity plan and a dental PPO plan. Employee selection shall be binding for one (1) year. The two choices are:

1. Traditional dental indemnity plan coverage shall be provided each eligible member of the bargaining unit who applies during the enrollment period. This coverage shall include: (1) a fifty dollar (\$50.00) deductible per covered person each year, with a maximum of one hundred fifty dollars (\$150.00) per family; (2) eighty percent (80%) of the remaining usual customary and reasonable (UCR) costs; (3) one hundred percent (100%) preventative services and cleaning twice a year; (4) five hundred dollars (\$500) lifetime amount per member for orthodontia. The maximum payment for all covered services, except orthodontia, in each calendar year is one thousand dollars (\$1,000) for each covered person.
2. A dental Preferred Provider Plan (PPO) which shall have no annual deductible but the member must use a participating dentist. The maximum payment for all covered services, except orthodontia, in each calendar year is \$1,000 for each covered person and a fifteen hundred dollar (\$1,500) lifetime amount per covered person for orthodontia.

c. Prescription Drug

The Board shall provide each eligible member of the bargaining unit a prescription drug plan as described in a separate booklet. The plan calls for the following employee co-pays which apply to both retail (34 day supply) and mail order (90 day supply):

Generic	\$ 3.00
Formulary	20% to \$20.00
Non-Formulary	\$25.00

The program shall also provide oral contraceptives with a ninety (90) day supply at one (1) co-pay and a ninety-one (91) day supply of the prescription drug (seasonal) with one (1) co-pay. Additionally, all co-pays paid for a brand name medication are not eligible for reimbursement through the supplemental major medical program.

d. Optical

The Board agrees to provide, subject to the employee contribution listed below, optical insurance to each eligible member of the bargaining unit who applies for such coverage

during the enrollment period. This coverage shall include once every twelve (12) months: (1) examination; (2) lenses and frames; (3) contact lenses if necessary; (4) cosmetic contacts with a one hundred twenty dollar (\$120.00) maximum payment by the plan. Once an employee enrolls, they must continue their coverage for at least a one (1) year period.

Employee contributions:

Single	Family
\$1.20 per month	\$1.80 per month

e. Life insurance

The Board shall provide term life insurance to each eligible member of the bargaining unit during the duration of their employment in the following amount: \$50,000.

A standard disability waiver of premium is included in the policy.

2. General

- a. Effective date of coverage for new employees is the date of hire. The effective date of coverage for present employees not enrolled in the plan is the date established at the regular open enrollment periods.

There will be an active enrollment of employees where plans are presented to them and each employee completes an enrollment form and payroll deduction authorization. If employees do not complete necessary paperwork within the predetermined deadline, they will automatically be placed in Plan Option 1. Option to change plans will be made available annually during an open enrollment period. The open enrollment period extends from the fourth (4th) Monday of November through and including the third (3rd) Friday of December, no later than 4:30 p.m., with an effective date of January first (1st).

Effective date of coverage for spouse and dependents are the same as employees. Spouses are eligible for coverage provided they comply with the spousal eligibility criteria set forth in this article.

b. Exhaustion of sick leave or absence without pay

When an employee is on approved sick leave or absence without pay, the employer will pay for insurance coverage as detailed above for the remainder of the month they are on payroll, plus two (2) additional months. Life insurance coverage shall be extended for the balance of the month, plus eleven (11) additional months.

Thereafter, employees shall be permitted to purchase insurance coverage while on leave status pursuant to COBRA regulations.

c. Death benefit

If an eligible member of the bargaining unit dies, the Board will continue coverage for the rest of the month in which the death occurred, plus one (1) additional month, or until other coverage can be obtained, whichever is sooner.

Thereafter, family members of the deceased employee shall be permitted to purchase insurance coverage through COBRA regulations.

d. Spouse and/or dependent eligibility

1. Spouse Eligibility – Hospitalization coverage will be provided to spouses of eligible employees according to the following:

- a) In order for any spouse of an eligible employee to be covered under the Board's hospital, surgical, supplemental major medical, and prescription drug plans, spouses of Toledo Public School employees are required to enroll in their employer's single health and prescription plans as primary, if available and eligible, regardless of any monthly payroll reduction that might be required or monetary incentive that might be offered in lieu of coverage through their employer will not be eligible for Toledo Public Schools coverage. Once a spouse is compliant with this language, they shall be eligible for secondary coverage under a Toledo Public Schools Plan.

An eligible employee, whose spouse is a retired employee of Toledo Public Schools with at least ten (10) years full

time service and whose spouse is eligible for STRS and SERS health care benefits, may elect to cover the spouse as primary under the Toledo Public Schools and will pay the secondary coverage monthly rate. The retired spouse does not have to enroll in STRS or SERS health insurance coverage. However, should such retired spouse become employed, they are required to enroll in their employer's single health and prescription plan as primary, if available and eligible, regardless of any monthly payroll reduction that might be required or monetary incentive that might be offered in lieu of coverage. Spouses who accept a different benefit or cash incentive in lieu of coverage through their employer will not be eligible for Toledo Public Schools coverage. Once a spouse is compliant with this language, they shall be eligible for secondary coverage under a Toledo Public Schools plan.

Spouses do not have to enroll in dental or optical plans but are encouraged to do so. An available employer/government sponsored plan means any plan made available to the spouse during employment or as a retiree, for which the spouse is/was eligible, and includes any period of health care continuation coverage available to the spouse under COBRA or other applicable laws.

- b) An eligible employee who wishes to cover his/her spouse as primary under Board hospitalization, surgical, supplemental major medical and prescription drug coverage may do so (1) if the spouse does not have any employer/government sponsored plan available as set forth in paragraph (a) above (for example, but not limited to: spouse does not work; spouse has exhausted health care continuation coverage rights under COBRA or other applicable law; spouse is covered by Medicare; spouse is self-employed and no health care benefits are provided/available, e.g. as a partner or co-owner of a business) and (2) the eligible employee contrib-

utes to the monthly premium through a payroll deduction plan.

- c) An eligible employee whose spouse has enrolled in an available employer/government sponsored plan and who wishes to cover his/her spouse as secondary under Board hospitalization, surgical, supplemental major medical and prescription drug coverage may do so (1) by documenting the spouse's primary coverage and (2) by contributing to the monthly premium through a payroll deduction plan. The spouse contribution for secondary coverage shall be the established rate.
- d) Any employee on the ten (10) month pay plan who becomes eligible for benefits after January shall be required to pay any outstanding balance due for the spousal portion of the premium for the summer months at the time of enrollment. Failure to submit such payment at the time of enrollment will result in no spousal coverage for that year. Spouses would be eligible for benefits only during the next open enrollment period or as specified in this agreement.
- e) The Board shall make available a Section 125 Flexible Benefits Plan to employees electing to enroll in this program to cover spouses. Bargaining unit members married to other Toledo Public Schools employees who are also eligible for hospitalization, surgical, supplemental major medical and prescription drug coverage shall not be required to contribute a monthly premium for spouse coverage.

2. Dependent Eligibility

Dependents are covered through the end of the calendar year in which they reach age 19. They will be covered through the end of the calendar year in which they turn age 24 ONLY IF A FULL-TIME STUDENT.

Dependents of Toledo Public School employees who work and are eligible and provided health benefits by their employer are required to enroll in their employer's health and prescription plans as primary.

They may participate as secondary under the Toledo Public Schools plan. Should their employment cease and they retain dependent status they are not required to take a COBRA plan and are eligible for primary coverage under the Toledo Public Schools plan.

If a dependent declines hospitalization coverage as specified above because he/she elected a different benefit or cash payment when employer provided, said dependent shall not be eligible for Board coverage.

No spouse or dependent shall lose access to coverage through TPS as a result of TPS's requirement to wait for an open enrollment period, or as a result of a pre-existing condition in such other policy.

3. Eligible Employees married to other eligible employees

Eligible employees married to other eligible employees have the option to enroll in a family plan, or two (2) single plans. When enrolling in two (2) single plans each employee will be responsible for the payroll contribution for the plan selected. When enrolling in a family plan, the employee selecting coverage in his/her name shall be charged the employee contribution, plus the spousal coverage as primary contribution, plus the children contribution (if applicable) for the plan selected.

4. Equity of Healthcare Program Options

The Superintendent's Cabinet and Treasurer will be provided the same healthcare program options.

5. Layoffs

a The Board shall provide group health care coverage and life insurance to each member of the bargaining unit laid off for the rest of the month in which the layoff occurred, plus four (4) additional months provided that the person had accrued one (1) school year's seniority prior to the layoff. Members of the unit who have accrued less than one (1) school year's seniority shall have coverage for two (2) additional months beyond the month in which the layoff occurred.

- b. Thereafter, employees shall be permitted to purchase coverage which under layoff status is pursuant to COBRA regulations.
6. Disability retirement-optional insurance benefits
- a. An eligible member of the bargaining unit on disability retirement leave shall be allowed to purchase vision and dental benefits pursuant to COBRA rates for the duration of the disability retirement leave. New enrollments shall be permitted during open enrollment periods. This provision shall include those already on disability leave.
 - b. Employees who falsify or fail to report any information including, but not limited to, information required to determine proper enrollment, eligibility and coverage for themselves, spouses or dependents, will be subject to discipline under the terms of the collective bargaining agreement, and such employees, spouses and dependents will be subject to all legal remedies under law, including, but not limited to, claims of insurance fraud and repayment of claims paid for ineligible spouses or dependent.

7. COBRA

Benefit coverages under the COBRA regulations for eligible employees, spouses, and dependents who are no longer eligible for coverage due to separation from employment, layoff, death, divorce, or legal separation, retirement, dependent reaching age limitations, etc., are as follows:

Pursuant to 4117.10 (A) and in lieu of the requirements of O.R.C. 3313.202 and O.R.C. 3923.28, it is hereby provided that, effective July 1, 1988, Title XXII of the Public Health Service Act, 42 U.S.C. #201, et. Seq., solely, shall specify the Board's obligations to offer continuation of group health care benefits to covered employees and their qualified beneficiaries, as those terms are defined in the Public Health Service Act. Additionally, the parties agree that the Board's obligation to carry employees on its payroll records under O.R.C. 3313.202, or the terms of this agreement as it pertains to group life or any insurance other than group health care benefits covered by the Public Health Service Act, shall be limited to the length of time permitted by the Board's insurance carrier(s) or twelve (12) months, whichever is less.

The time provided for purchase of benefits under COBRA shall not be added to any time for which benefits are already provided following a qualifying event whether or not this agreement requires the Board to pay any portion of the benefits after the qualifying event. This provision shall not be intended to remove the Board's obligation to pay for benefits otherwise agreed to in this contract.

It is not the intent of the above language to reduce any benefits found elsewhere in this agreement.

It is the employee's responsibility to notify the fringe benefits department of a qualifying event such as divorce or legal separation, death, or dependent reaching age limitation, etc., within 30 days of such event. Failure to do so will subject the employee to the provisions of section 4-b of this Article.

Employees who access COBRA benefits are required to maintain the plan in which they participate at the time of the COBRA event.

8. Current Health Care Plan Options

(See Appendix M.)

9. Insurance Committee

- a. The insurance committee shall consist of six (6) members: three (3) appointed by the Superintendent and one each by TFT, AFSCME, and TAAP. This committee shall perform functions as required by this agreement to implement health care provisions. The administration represented by the Superintendent's three (3) appointments and the unions represented by TFT, AFSCME and TAAP shall each represent fifty percent (50%) of the committee.
- b. Interest money from the self-insurance fund accrued during the life of this contract shall be applied for benefits and/or increased medical costs as determined by the insurance committee.
- c. The investment fund balance is determined by accumulating the monthly premiums less an amount set by the insurance committee necessary to maintain an adequate run-out balance, less paid claims and less ASO costs. Interest earnings are computed monthly and added to the investment fund balance.

d. The Board agreed to explore with TAAP, TFT, and AFSCME the feasibility of extending certain insurance benefits not covered by the applicable retirement system to employees who are retiring. It is understood by all parties that impact on insurance experience, and cost containment are factors which shall be given equal consideration in any exploration. In the event that it is agreed to extend such benefits, it is further understood that such benefits would be extended to those employees retiring at their own expense pursuant to COBRA rates.

10. Wellness Programs

Parties to mutually develop the program for implementation 1-1-05. The program is designed to promote positive patient outcomes and increased cost effectiveness and will focus on the following health areas:

Asthma
Diabetes
Congestive Heart Failure
Transplant Network

A cost benefit analysis is to be performed on an annual basis to determine cost and patient outcome effectiveness. Should it be determined that the program is not cost effective, it may be terminated forthwith. It is understood by the parties that implementation is dependent on resolution of legal issues regarding patient consent.

**ARTICLE XXXII –
NO STRIKE CLAUSE**

1. TAAP will not engage in or encourage strike action of any type during the life of this agreement.
2. This no strike clause shall not expire for any matrix employees. Disputes following the expiration of the agreement which cannot be resolved through the collective bargaining process shall be resolved through mediation under the auspices of the FMCS.
3. TAAP shall not have the right at any time, whether or not a collective bargaining agreement is in effect to strike, or withhold services in any manner, including, but not limited to slow down and/or sick out. This no strike commitment shall not expire.

4. During any work stoppage, TAAP shall perform their regular duties and, where necessary, they may be assigned to perform tasks necessary for the safety of students or for the preservation of school property. The nature of these duties shall be discussed in advance with TAAP.

ARTICLE XXXIII –

ELIMINATION OF “ME TOO” PROVISIONS

The parties agree that any and all previous economics “me too” provisions between the parties shall be null and void and shall not be retained or incorporated into the successor agreement to that which expired on March 31, 2008 (TFT and AFSCME) and July 29, 2008 (TAAP).

The Board of Education (Board) and/or its agents agree not to enter into any understandings (written or tacit) with any Bargaining Unit which would interfere and/or prevent TAAP from determining (through legitimate bargaining) where and how the distribution of money can be applied to salary schedules, supplementals, reform programs, staffing or other compensation.

ARTICLE XXXIV –

DURATION AND RENEWAL

This agreement shall become effective as of August 1, 2008, and shall be in effect until July 31, 2010. This agreement shall be automatically renewed from year to year for one (1) year periods unless either party gives written notice to the other party by certified mail at least sixty (60) days prior to June 30, 2010, (or any annual renewal period thereafter) of its desire to amend or terminate this agreement.

APPENDIX "A"
REQUEST FOR MEETING

Date _____

To: _____

You are advised that I wish to discuss with you a matter or matters which may lead to a request by me for a Continuing Disciplinary Investigation.

Please arrange to meet with me in my office on _____ at _____

Specifically, I wish to discuss:

This is to advise you that you may have an authorized representative of the Toledo Association of Administrative Personnel (TAAP) present at this meeting.

Supervisor's Signature Date

cc: TAAP
Office of human resources, room 105
(for employee's personnel file)

I certify that this discussion took place on
(Date) _____

Supervisor's Signature Date

Matrix Employee's Signature Date

TAAP Representative's
Signature Date

APPENDIX "B"

"ACTING" MATRIX ASSIGNMENT Evaluation Form

(To be used for any person in an
"acting" matrix assignment for a month)

Employee in Acting Assignment _____

Acting Assignment _____
(title)

(Location)

From _____ To _____
(date) (date)

	* Exceptional	** Meets expectations of position	* Marginal	* Unsatisfactory
The employee mentioned above, while serving in this acting position, has been given the following rating:				

* Rating requires comments by the evaluator

** Comments for this category are optional

Comments: _____

Evaluator Date

Evaluatee Date

Original - Personnel file of evaluatee

cc: Evaluatee

7/90

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APPENDIX C

**Memorandum of Understanding
between
Toledo Federation of Teachers
The Toledo Association of
Administrative Personnel
and the
Toledo Board of Education**

**RE: KnowledgeWorks High School
Transformation initiative**

The above mentioned parties understand that awarding of a KnowledgeWorks grant to a Toledo Public High School supports that the traditional high school be transformed into no more than four (4) small high schools. Libbey High School, Rogers High School, and Scott High School have been awarded KnowledgeWorks grants. The above mentioned parties further understand that the transformation of a traditional high school into four (4) small high schools impacts "matters of salary, fringe benefits, and all other conditions of employment" as set forth in Article I-B-I of the TAAP-TPS Agreement and the TFT-TPS Agreement and thus must be bargained. The results of that bargaining have been set forth as follows:

**TOLEDO ASSOCIATION OF
ADMINISTRATIVE PERSONNEL ITEMS**

1. Selection of Small School Leaders (TAAP)
 - The Principal and the Assistant Principal, Curriculum and Instruction at Libbey High School and at Scott High School will be named as two (2) of the Small School Leaders (TAAP) at their respective schools.
 - The Assistant Principal, Curriculum and Instruction at Rogers High School will be named as one (1) of the Small School Leaders (TAAP) at Rogers High School. The second (2nd) Small School Leader (TAAP) at Rogers has been selected utilizing the Appointment Procedure as defined within Article III of the TAAP Agreement as amended by the Memorandum of Understanding signed on September 3, 2003 (See Appendix B).
 - The remaining two (2) positions of Small School Leaders (TAAP) at Libbey, Rogers, and Scott will be selected by the assistant principals currently assigned to the appropriate school (Libbey, Rogers, Scott) utilizing Matrix seniority provisions contained in Article XI of the TAAP Agreement.

If Small School Leader (TAAP) positions remain vacant after matrix seniority selections have been made they will be filled utilizing the appointment procedure as defined within Article III of the TAAP Agreement as amended by Memorandum of Understanding signed on September 3, 2003 (see Appendix B)

After the initial transition school year of 2004/05, the position of Small School Leader (TAAP) will require an interview by the following individuals: the Assistant Superintendent of High Schools, two (2) teachers from the appropriate small school selected by the TFT, two (2) matrix persons from the appropriate campus selected by TAAP, one (1) non-teaching person selected by AFSCME from the appropriate small school, two (2) parents with children attending the appropriate small school selected by the Superintendent and CEO or his/her designee, and one (1) student from the appropriate small school selected by the Student Council. The top three (3) candidates will be forwarded to the School Improvement Committee for selection by mutual agreement by the TAAP President and the Superintendent and CEO.

2. The staffing of each traditional high school has been determined by Article XXI-C-1 of the TAAP Agreement. The distribution of that staff in a small high school shall be as follows:
 - Positions
 - Each small school will have the following TAAP positions:
 - One Small School Leader (TAAP)
 - One Counselor or one Academic Advisor with a work year of 202 days
 - Each campus that contains three or more small schools shall have the following TAAP position:
 - One facilities coordinator (which shall be a matrix job placed at Class 6) with a work year of 212 days.
 - For Counselor and Academic Advisor vacancies created through the August 2004 transformation to small high schools, the following placement process will be followed: Counselors and/or Deans will select the Counselor or Academic Advisor positions described above based upon Matrix Seniority provisions contained in Article XI of the TAAP Agreement.

After the initial transition year of 2004-05, licensed Counselors will replace Academic Advisors as the latter positions are vacated through retirement, promotions, transfers, etc. The selection process for small school Counselors shall be determined by a committee consisting of the Small School Leaders. Assistant principals not selected to be the Small School Leader will have the opportunity to select the position of Facilities Coordinator based upon Matrix seniority. After the initial transition year of 2004-05, the position of Facilities Coordinator will be selected by the Small School Leaders.

- If the TAAP-TPS staffing agreement allows for more than nine administrators at a campus that has three (3) or more small schools, the Small School Leaders shall collectively recommend to the School Improvement Committee how the additional TAAP personnel shall be utilized with final determination requiring mutual agreement between the TAAP President and the Superintendent and CEO.
 - Dependent on negotiations with AFSCME, the Facilities Coordinator will direct the campus protection officers, food service workers, building operator, and custodial personnel. In addition, the Facilities Coordinator will post and with the Small School Leaders select club advisors for extra-curricular activities that cross two or more Small School Campuses, and convene the athletic committee as needed.
3. An Assistant Principal, Counselor, and/or Dean assigned to a traditional high school transforming to four (4) small schools not selected to be a Small School Leader (TAAP), a Facilities Coordinator, or not possessing enough matrix seniority to select a Counselor/Academic Advisor positions will be considered to be displaced subject to the Matrix Reassignment Provisions/Procedures contained in Article XII of the TAAP Agreement.
 4. If the Board and/or the School Improvement Committee should decide to convert the small high schools on one campus back into one traditional high school, Article XXI-C-1 of the TAAP Agreement would determine the matrix staffing configuration of the traditional high school. All matrix persons who held matrix position at the

traditional high school for the 2003/04 school would return to the matrix positions he/she held prior to the transformation to small high schools. The salaries of these matrix persons converting to one high school campus would be the salaries he/she held in the small school if greater than the traditional matrix configuration or the salary classification of the traditional matrix job if greater than the Small School Leader position. The greater salary would be maintained for one (1) year and then revert to the correct Matrix Classification for the job held. Any Small School Leaders (TAAP) in a small school converting back into one traditional high school and not having held a matrix position in this building during the 2003/04 school year will be considered to be displaced at Class 3.

5. The current matrix staff members opting not to participate in the small school initiative will be considered displaced subject to the Matrix Reassignment Provisions/Procedures contained in Article XII of the TAAP Agreement.

TOLEDO FEDERATION OF TEACHERS ITEMS

1. Selection of Small School Leaders (TFT)
 - Teachers applying for the position of Small School Leader (TFT) will have a peer rating completed by the teacher applicant's current principal, building representative, department members, and additional teachers identified by the applicant to total fifteen ratings. Per Small School Leader (TFT) position opening, and based on peer review ratings, those three (3) teachers with the highest ratings shall be interviewed by a team that includes the Small School Leader (TAAP), the Building Representative, four (4) teachers, a parent, a community member, and a student selected by Student Council. The four teachers will be selected by the TFT. TFT and management will mutually select the parent and community member. The top two (2) candidates will be forwarded to the School Improvement Committee for selection by mutual agreement of TFT President and the Superintendent and CEO. This selection process shall apply to all vacancies following transformation to small school status effective August, 2004.
2. Selection of Small School Teachers
 - A. Upon initial conversion of a high school to

small schools teachers assigned to the high school shall be given the opportunity to complete a preference form and shall list each of the small schools in order of preference. Preference forms will be submitted to each teacher no later than April 28, 2004 and shall be filed with the school principal no later than May 5, 2004. Assignment to a small school will be determined by department seniority (reference TFT-TPS Agreement Article III, Definitions, 5, Department Seniority) and will be jointly agreed by the Toledo Federation of Teachers and Toledo Public Schools Human Resources Office.

B. Vacancies that occur during the initial year of a small school and through the 20th day of the second school year of a small school shall be offered to teachers who did not receive their higher priority preference per above. After a refusal, the teacher will be notified in writing by the Human Resources Office that he/she is no longer eligible for reassignment at the small school as preferenced in above but may apply for a subsequent small school vacancy, per C below.

C. Small school teaching vacancies that occur following compliance as cited in A and B above shall be filled through a selection process as defined below.

- Teaching vacancies at a small school or the respective campus shall be available to teachers per the TFT-TPS Agreement. The most senior applicant(s) shall be included to form a pool of up to three candidates. If there are no applicants, the teaching vacancy shall be available to bargaining unit members per Article IX, B of the TFT-TPS Agreement. New hires shall not be eligible unless there are no eligible applicants per above.
- Individuals who are fully certified/licensed for the position at the time of application and apply for small school vacancies at any small school on one campus shall be selected by a committee composed of two Small School Leaders (TFT and TAAP); the Small School Federation Building Representative; and two teachers from the appropriate small school, selected by the TFT, one of whom represents the area impacted. The selection process will include a peer rating form (or an acceptable alternative if

the applicant is from outside the Toledo Public Schools) and an interview. The peer rating form, or alternative, shall be jointly developed by the Federation and management. The committee, by majority vote, will select one of these teachers for the vacancy.

In order to expedite the selection process.

- Teachers who apply for a system-wide department vacancy in a Small School must distribute the peer rating form within five (5) days of application for submission to a designated party.
- Teachers who apply to transfer into a Small School must distribute the peer rating form for submission to a designated party by June 1.
- Alternate members on the selection committee will be identified for any summer interviews a member is unable to attend. The Small School Federation Building Representative and/or TFT shall appoint alternate members from the appropriate small school. Small School Leaders and the Small School Federation Building Representative will schedule interviews.

3. Other Items

- A. For the 2004/05 school year, teaching positions will not be eliminated due to conversion to small schools except for district-wide reductions of staffing levels due to lost enrollment and/or budget deficits. After the implementation year, staffing for each small school shall be considered independently based on the student enrollment of that school. Nothing in this Memorandum shall negate the TFT-TPS Agreement provisions regarding staffing levels and class six maximums.

Campus seniority shall be used for all reduced enrollment reductions. Campus seniority is the total time spent teaching in a high school regardless of its large or converted small school status. Teachers who are assigned to a high school that is converted to a small school shall carry their campus seniority to their new small school assignment on the same campus. This shall likewise apply to any subsequent selection through interviews, to another school on the same campus. Campus seniority shall be used only to determine a reduced enrollment transfer. TFT-TPS Agreement provisions will apply to reduced

enrollment or program displaced teachers. All Small Schools on a campus shall be considered as a whole for application of the Agreement.

- B. All teachers will be assigned to one small school per 2-A above. A teaching assignment that is split between two or more small schools on the same campus shall be by agreement of the effected small school leaders.
- C. Classes which offer students honors credit for completing additional work will not be considered two preparations.
- D. Department Chairpersons shall be elected for a campus of the combined small schools per TFT-TPS Agreement Article XXIX. Department chairpersons will meet with the eight Small School Leaders, as a group, to discuss the instructional activities on the campus. Other duties as described in the Department Chairpersons job Description shall apply. (see Appendix C)
- E. The budgetary cost of the yearbook advisor, BIC teacher, nurse, library/media specialist, band director, choir director, athletic director and similar positions, shall be shared among the small schools. For purposes of inclusion, these teachers will be distributed by the Small School Leaders among the small schools on the campus to equitably balance staff numbers.
- F. Each small school shall elect a Federation Building Representative and two building committee members. The Building Representative and the committee members shall meet with the Small School Leaders. The small school Building Representative will not receive additional planning time but will be granted super-seniority. A Campus Federation Building Representative shall be elected by the four small school Building Representatives. Should a majority vote not occur, the Federation will appoint the Campus Federation Building Representative. The Campus Federation Building Representative shall be assigned an extra planning period per TFT-TPS Agreement Article I, E-2. The Campus Federation Building Representative shall meet with the Facilities Coordinator.

JOINT ITEMS

- 1. All members of the teacher and administrative bargaining units assigned to a small school shall be granted up to five (5) days extended time at his/her daily rate beyond the contractual work

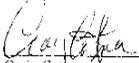
year preceding the initial year of the small school. Funding for this activity will come from federal or state small school grants with the number of days determined by each school's Small School Leaders in consultation with the Federation Building Representative. The School Improvement Committee will approve the days of the 2004 summer professional development for each Small School.

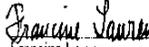
2. Small School Leaders (TFT and TAAP) will be required to attend all training sessions, held within the negotiated work year, established by the district or KnowledgeWorks or the Federal Small Learning Communities grant as mandatory. Small School Leaders (TFT) shall not be required to obtain and shall not pursue principal or administrative certification or licensure through KnowledgeWorks sponsored training.
3. Advisor-advisee activities will be part of each school's duty day schedule. Teachers' contractual planning time will not be used for advisor-advisee activities. All administrative and teacher faculty are required to participate in advisor-advisee activities as developed and scheduled by the Small School Leaders. This scheduled advisor-advisee period does not qualify as a preparation.
4. Individual student educational plans shall be developed and reviewed during the advisor-advisee activity and schedule. The School Improvement Committee will approve a plan form and terms.
5. The Facilities Coordinator shall post and with Small School Leaders select club advisors for extra curricular activities.
6. Only one supplemental contract, unless otherwise provided in the TFT-TPS Agreement, will be offered per campus for each school-wide club, organization, and athletic activity. Other campus-wide functions, such as computer coordinator, chemical inventory, testing coordinator, and guidance director shall remain as campus-wide functions.
7. The supplemental contract for building the master schedule and administrative assistant will not be offered in Small Schools.
8. The supplemental contract for principal of two buildings will be reassigned to other schools.

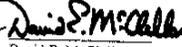
9. The Facilities Coordinator and Athletic Director will convene the School Athletic Committee as needed. The School Athletic Committee shall be composed of equal members from the teacher and administrative bargaining units, but shall not exceed eight (8) members including the Facilities Coordinator. One School Athletic Committee shall serve the entire campus, e.g., all Small Schools. The Campus Federation Building Representative and the Athletic Director, if a member of the bargaining unit, shall automatically serve for the Federation. The entire faculties of all small schools shall vote on additional teacher bargaining unit members per TFT-TPS Agreement, Article XXXVII,E.
10. Small School Leaders will have the option of requiring administrators and teachers to take part in up to two sets of parent conferences outside the school day should funding be available from School Improvement Plan or grant funds. Each small school will devise its own plan for parent conferences should it desire to do so. Proposed adjustments in the school day or compensation rates for parent conferences will be agreed to by the Board, TFT, and TAAP.
11. Based on review of student enrollment data, the School Improvement Committee may eliminate a Small School on a campus. All administrative and teaching positions shall be reassigned following the language in the appropriate contracts (TFT or TAAP). TFT-TPS Agreement seniority provisions, Article X, other relevant articles, and above section Other, Item A, shall apply.
12. For the purpose of calculating severance pay, sick leave recalculation, sick leave bonuses, and other existing contractual payments, the Small School Leaders duty year is 190 days.
13. This Memorandum of Understanding is not intended to modify any provisions of the TFT-TPS or TAAP-TPS collective bargaining Agreement except as stated herein.
14. This Memorandum of Understanding shall be in effect immediately upon signing and shall be in effect through the school year of the expiration of the collective bargaining agreements. This Memorandum of Understanding may be cancelled by either party issuing written notice to the other no later than February 1 for the succeeding school

year that commences the following August. Upon cancellation, the terms of the collective bargaining agreements shall apply.

15. This agreement shall be renegotiated at the expiration of the collective bargaining agreements between the parties.


Craig Cotter
Toledo Public Schools
Date 4/8/04


Francine Lawrence
President, IFT
Date 4-8-04


David E. McClellan
President, TAAP
Date 4-8-04

APPENDIX "A"
JOB DESCRIPTION
Division: Chief of Staff

TITLE: Small School Leader CLASSIFICATION
Work Calendar:
222

REPORTS TO: Assistant Superintendent
of High Schools

BARGAINING UNITS: Teacher Leader
(TAAP)-TAAP
Teacher Leader (TFT)-TFT

FUNCTION: Small School Leaders are the educational leaders of the school. They will administer, supervise, promote, and direct the implementation of the educational policies and procedures for their small school. They are responsible for organizing the human and material resources available in providing a learning environment that will promote maximum growth for each small school student.

DUTIES: Small School Leaders (TFT and TAAP) shall work cooperatively to accomplish the following:

1. Works with all staff, parents, and students to insure continuous academic growth.
2. Directs the activities of all staff assigned to the small school and accomplishes the evaluation of staff per negotiated agreements.
3. Develops and implements procedures to provide a safe and secure environment for all students and staff.
4. Develops the master schedule of course offerings of academic and vocational programming.
5. Creates and maintains an autonomous budget that reflects the small school's goals.
6. Establishes and implements ongoing professional development that supports the goals and objectives of the small school.
7. Develop and maintain community and regional partnerships that support the small school's goals and objectives.
8. Administers the extra-curricular program including a comprehensive athletic program.
9. Performs other duties consistent with the function of the job assigned by the Assistant Superintendent of High Schools.

QUALIFICATIONS:

Small School Leader (TAAP)

- Valid Ohio High School Principal, Assistant Superintendent or Superintendent certificate.

Small School Leader (TFT)

- Valid teaching certification
- Five years successful teaching experience as certified/licensed contract teacher, including a minimum of three years in the Toledo Public Schools.

APPENDIX "D"

**Memorandum of Understanding
between
Toledo Federation of Teachers
The Toledo Association of
Administrative Personnel
and the
Toledo Board of Education**

RE: KnowledgeWorks High School
Transformation Initiative

- Small School Leader (TAAP)
- Small School Leader (TFT)

The above mentioned parties understand that awarding of a KnowledgeWorks grant to a Toledo Public High School supports that the traditional high school be transformed into no more than four (4) small high schools. Libbey High School, Rogers High School, and Scott High School have been awarded KnowledgeWorks grants. The above mentioned parties further understand that the transformation of a traditional high school into four (4) small high schools impacts "matters of salary, fringe benefits, and all other conditions of employment" as set forth in Article I-B-I of the TAAP-TPS Agreement and the TFT-TPS Agreement and thus must be bargained. The results of that bargaining have been set forth as follows:

Job Description: Small School Leader (TAAP)
Small School Leader (TFT)

- a. See Appendix A

**Salary, Work Year, Work Day, and Other Conditions
of Employment of Small School Administrator and
Teacher Leaders**

1. Small School Leaders shall be compensated \$69,708 annually for the duties that they perform as delineated in the attached job description (See Appendix A). Small School Leaders shall not receive any additional supplemental (except for district-wide textbook and curriculum committees) or longevity payments as long as they remain in this position. The salary for Small School Leaders shall be separate from other salary terms in the TFT-TPS Agreement and the TAAP-TPS Agreement. The salary for Small School Leaders cited herein shall remain equal and constant for both administrator and teacher leaders during the term of the current TFT and TAAP collective bargaining agreements. However, the

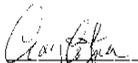
salary shall be subject to salary reopener negotiations. Any Small School Leader (TAAP and TFT) who was selected/appointed prior to the signing of this agreement to be part of the KnowledgeWorks planning process at Libbey, Rogers, or Scott during the 2003/04 school year and who would experience a reduction in his/her total compensation from the 2003/04 school to the 2004/05 school year due to accepting the position of Small School Leader will be grandfathered at the compensation level of the TPS position they are leaving through the duration of the current collective bargaining agreements with TAAP and TFT (March 31, 2006). This grandfathered compensation will be limited to the following factors: base salary, longevity, graduate hours, PGC, degrees earned, Masters-in-Field, and National Board for Professional Teaching Standards certification. If those grandfathered individuals remain in the position of Small School Leader through the school year of the expiration of the current collective bargaining agreements, their total salary will comply with the compensation level as referenced in this document or agreed to in subsequent negotiations. All costs associated with the grandfathering of a Small School Leader as stated in the preceding paragraph will be charged to the appropriate school's KnowledgeWorks or U.S. Department of Education Small Learning Community grant for as long as these grants are effective.

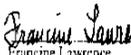
TFT and TAAP members who are assigned to a Small School Leader position after February 2004, will be compensated at the negotiated rate of \$69,708 annually for the duties that they perform as delineated in the attached job description (See Appendix A).

2. The duty year of the Small School Leaders is two hundred twenty-two (222) days.
3. The work day for the Small School Leader shall be defined as beginning one-half (1/2) hour before the regular starting time for students and ending one-half (1/2) hour after the regular dismissal time for students at the facility to which they are assigned.
4. Seniority of Small School Leaders:
 - Small School Leader (TAAP) shall continue to accrue system and matrix seniority

- Small School Leader (TFT) shall continue to accrue all seniority in the area of their previously held assignment.
5. Small School Leaders will be required to commit through the 2004/05 school year. The following applies to Small School who leave their position.
 - a. A Small School Leader (TFT) who previously held a teaching assignment at the same small school or at the high school prior to conversion to the Leader's (TFT) small school will not have the right to return to his/her original position at the small school or campus. However, this Small School Leader (TFT) shall have first option to fill a teaching vacancy in his/her small school or another small school on the same campus for which proper certification is held. In this case, the position would not be subject to selection by committee.
 - b. A Small School Leader (TAAP) who chooses to transfer, is displaced, or is removed from the position shall follow the appropriate sections of the TAAP Agreement. It is further understood that removal could include redeployment. For the purpose of "bumping", a Small School Leader (TAAP) shall revert to the TAAP classification they held immediately prior to becoming a Small School Leader (TAAP) or be placed at a Matrix Class 3, whichever is the higher classification.
 6. A Small School Leader (TAAP) may continue in the position beyond the 2005/06 school year following a review by the School Improvement Committee and agreement by TAAP and the Superintendent & CEO.
 7. A Small School Leader (TFT) may continue in the position beyond the 2005/06 school year following a review by the School Improvement Committee and agreement by the TFT President and the Superintendent & CEO.
 8. Small School Leaders (TFT) shall be released full-time from their classroom teaching assignment for the purpose of assuming the Small School Leader (TFT) position. Small School Leaders (TFT) Leaders identified after March 15, 2004, will be released to attend all training required by KnowledgeWorks. The date of full-time release will be based on available grant funding, but will not be later than August 1, 2004.

9. Small School Leaders (TAAP) shall be released full-time from their administrative assignment for the purpose of assuming the Small School Leader position. Small School Leaders (TAAP) Leaders identified after March 15, 2004, will be released to attend all training required by KnowledgeWorks. The date of full-time release will be based on available grant funding, but will not be later than August 2004.
10. Small School Leaders (TFT) shall not be required to obtain and will not pursue principal or other administrator certification through KnowledgeWorks sponsored training.
11. This Memorandum of Understanding is not intended to modify any provisions of the TFT-TPS or TAAP-TPS collective bargaining agreements, memorandums of understanding, or any past practices except as stated herein.
12. This Memorandum of Understanding shall be in effect immediately upon signing and shall be in effect through the school year of the expiration of the collective bargaining agreements. This Memorandum of Understanding may be cancelled by either party issuing written notice to the other no later than February 1 for the succeeding school year that commences the following August. Upon cancellation, the terms of the collective bargaining agreements shall apply.
13. This agreement shall be renegotiated at the expiration of the collective bargaining agreements between the parties.


 Craig Cocher
 Toledo Public Schools
 4/8/04
 Date


 Francine Lawrence
 President, TFT
 4-8-04
 Date


 David E. McClellan
 President, TAAP
 4-8-04
 Date

**Memorandum of Understanding
between
The Toledo Board of Education (Board)
and
The Toledo Association of
Administrative Personnel (TAAP)
and the
The Toledo Federation of Teachers (TFT)**

RE: KnowledgeWorks High School
Transformation Initiative

The above mentioned parties agree to the following regarding the Knowledge Works High School Transformation Initiative at Libbey and Scott:

**TOLEDO ASSOCIATION OF
ADMINISTRATIVE PERSONNEL ITEMS:**

1. A Small Schools Director, Class 1, will be hired or both Libbey and Scott.
2. The title of Facilities Coordinator will be changed to Assistant Principal, Facilities and Data. The Assistant Principal, Facilities and Data will remain at Class 6 on the salary schedule and will report to, and be evaluated by, the Small Schools Director.
3. All Small School Leaders (TAAP) will report to, and be evaluated by, the Small Schools Director. Campus Protection Officers will report to the Small Schools Director.
4. The Small Schools Director(s) will conduct regular meetings with the Small School Leaders and will produce minutes of these meetings and oversee the agreements reached at these meetings to ensure that agreements made at these meetings are implemented and enforced.
5. Small School Leaders (TAAP) will continue to be paid \$69,708 with work year of 222 days and will be expected to perform the same duties for the 2007-2008 school year.
6. Due to declining enrollment at Libbey, the Gateway Academy will be eliminated for the 2007-2008 school year. Howard Brown, Small School Leader (TAAP) of the Gateway Academy will become the Small School Leader (TAAP) of the Libbey SMART Small School effective with the 2007-2008 school year and will continue to be paid at Class 1 on the salary schedule.
7. Patricia Lewinski, Small School Leader of the Humanities Academy, will be placed on the TAAP

salary schedule at Class 3 and Level 4 effective August 1, 2007 and will have access to the full longevity schedule of ten thousand dollars (\$10,000) also effective August 1, 2007.

8. Effective with the 2007-2008 school year, Scott Small Schools will lose one (1) Facilities Coordinator position. Sandra Meeks Speller will be considered displaced and will maintain all rights to reassignment under the TAAP Agreement.
9. Beginning with the 2008-2009 school year, Small School Leaders (TAAP) will be placed on the TAAP salary schedule at Class 3 Level 4 and will have access to his/her appropriate longevity payments with a work year of 222 days.
10. If/when the Assistant Principal, Facilities and School Data becomes vacant at Libbey, the TAAP President will meet with the Superintendent to determine whether the position should be replaced.
11. It is further understood that TAAP has agreed to modify Article XXI of the TAAP Agreement only for such time as Libbey and Scott maintain a Small School configuration. If a decision is made to reconfigure Libbey and/or Scott or both into a regular high school configuration, then Article XXI will determine the matrix staffing levels of the school(s).

TOLEDO FEDERATION OF TEACHERS ITEMS:

1. Small School Teacher Leaders (TFT) will remain in the same position for 2007/2008. Small School Teacher Leaders will maintain their current salary (\$69,708) and work a duty year of 222 days and perform the same duties for school year 2007-2008.
2. Small School Teacher Leaders will become Small School Instructional Facilitators and will be placed on the teacher salary schedule for school year 2008-2009 and will work a teacher calendar year and duty day. Facilitators will receive a supplemental service salary of \$5,000 for fulfilling duties of the position beyond the school day. They will be eligible for M.A.-in-field and NBPTS salaries.
3. Small School Instructional Facilitators will be released full-time from their classroom teaching assignment. There will be one Small School Instructional Facilitator assigned per small school.

4. Small School Instructional Facilitators will report to and be evaluated by the Small Schools Director.
5. Due to the elimination of Gateway Academy, Terry Jackson will become the Small School Teacher Leader for Libbey Humanities Small School effective August 2007.
6. All Small School Leader (TFT) references in the Memorandum of Understanding signed April 8, 2004 shall continue to be applicable unless otherwise modified herein.
7. The Board and Federation will mutually agree to the selection process for Small School Instructional Facilitators applicable to future vacancies. Small School teachers will be assigned according to existing provisions of the TBE-TFT Agreement effective with this Memorandum of Understanding.

JOINT ITEMS:

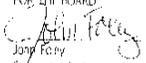
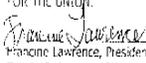
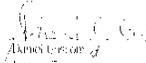
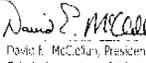
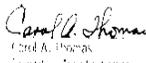
1. Effective with the 2007-2008 school year, all Small School Leaders (TAAP) and Small School Instructional Facilitators (TFT) will be eligible for all appropriate supplemental contracts available to them through their respective contracts including summer school.
2. Effective with the 2007-2008 school year, Libbey Small Schools will lose one (1) Small School Leader position (TAAP), one (1) Small School Leader position (TFT), and one (1) counselor position due to the closing of Gateway Academy.
3. It is understood that the enrollment at Scott High School will be reviewed during the 2007-2008 school year to determine whether Scott High School can sustain four (4) Small Schools for the 2008-2009 school year. A decision will be made by the School Improvement Committee regarding the configuration of Small Schools at Scott High School by December 1, 2007.
4. All other items contained in the two (2) previous Memorandums of Understanding not modified herein remain intact.
5. This Memorandum of Understanding is not intended to modify any provisions of the TFT or TAAP collective bargaining Agreements with the Board of Education except as stated herein.
6. Benchmarks for progress will be determined by the School Improvement Committee prior to the

2007-2008 school year. The School Improvement Committee will use these benchmarks in determining the future of the Small School Initiative.

7. If Small Schools are eliminated based on these benchmarks in the 2008-2009 school year the salaries will revert to the TAAP and TFT salary schedules for that school year.

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

This Memorandum of Understanding is subject to ratification by the Board of Education

FOR THE BOARD		FOR THE UNION	
	6-6-07		6-6-07
Judy Foley Superintendent	Date	Françoise Lawrence, President Teleda Federation of Teachers	Date
	6/6/07		6-06-07
James Ellison Finance Director	Date	David E. McCollum, President Teleda Association of Administrative Personnel	Date
	6/6/07		
Carol A. Thomas Special Assistant to the Superintendent	Date		

APPENDIX E

**Memorandum of Understanding
between
The Toledo Board of Education (Board)
and
The Toledo Association of
Administrative Personnel
UAW LOCAL 5242 (TAAP)**

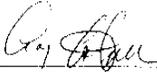
RE: Half (1/2) Time Coordinator of the
CLIPP Program

The above mentioned parties have agreed to create a half (1/2) time Coordinator position, in conjunction with the Head Start program, that will be responsible for the development, implementation, and administration of the Collaborative Learning and Instructional Pre-school Project (CLIPP). The Coordinator of the CLIPP will be governed as follows:

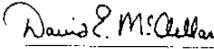
1. The Board agrees to create a half (1/2) time Coordinator position, in conjunction with the Head Start program, to develop, implement, and administer the Collaborative Learning and Instructional Pre-school Project (CLIPP). One-half (1/2) of the salary of this position will be funded by the Toledo Board of Education through State or Federal funding and one-half (1/2) of the salary of this position will be funded by Head Start.
2. There will be no medical benefits attached to this half (1/2) time position.
3. It is understood that Arlene Tucker will fill this position of CLIPP Coordinator immediately with the signing of this Memorandum.
4. It is understood that the salary for this position will be calculated by dividing Arlene Tucker's 2003/04 base salary by one-half (1/2).
5. The job description for this position will include the following:
 - Developing and implementing the CLIPP curriculum.
 - Securing additional CLIPP classrooms.
 - Developing and implementing the required professional development offerings for district and Head Start teachers, paraprofessionals, and administrators
 - Administering the CLIPP project.
6. It is understood that the CLIPP project will func-

tion at a minimum of nine (9) sites for the 2004/05 school year.

7. It is understood that the status of the Coordinator of the CLIPP program will be reviewed in June 2005 by the above mentioned parties to see if there is a need to discontinue the position or continue the position as half (1/2) time under its current or modified job description or expand the position to full-time under its current or modified job description.
8. It is understood that the work year for Ms. Tucker as the 2004/05 coordinator of the CLIPP project will be the same as the TAAP position of elementary school principal, but that Ms. Tucker will have the flexibility to adjust, with management, her on-duty time within this work year to reflect the position's half (1/2) time status.


FOR THE BOARD

8/9/04
Date


FOR THE UNION

8-9-04
Date

Memorandum of Understanding
between
The Toledo Board of Education (Board)
and
The Toledo Association of
Administrative Personnel
UAW LOCAL 5242 (TAAP)

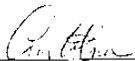
RE: Second Modification of Compensation for
the Coordinator of the CLIPP Program

In order to compensate Arlene Tucker at the agreed to
levels for the 2004/05 and 2005/06 school years, the
following will be agreed to by the Board and TAAP:

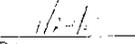
- For the 2004/05 school year, the salary for the
Coordinator of CLIPP will be calculated multiply-
ing Ms. Tucker's 222-day contract pay for the
2003/04 school year by 50%.
- For the 2005/06 school year, the salary for Arlene
Tucker, the Coordinator of CLIPP, will be calcu-
lated by multiplying Ms. Tucker's 222-day con-
tract pay for the 2003/04 school year by 70%
and paid on a biweekly basis.

All funding will be through federal sources with partial
reimbursement to the school district through Title 1.

This Memo of Understanding superseded all previous
MOUs regarding compensation for the Coordinator of
the CLIPP Program.



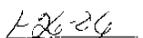
Craig Cotner (Board)



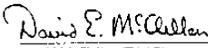
Date



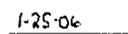
Clinton Faulkner (Board)



Date



David McClellan (TAAP)



Date

APPENDIX F

Student Discipline

The following administrative procedures implement Board Policy JGD/JGE as adopted on January 26, 1992. These procedures are supplementary to due process procedures required by that policy.

1. Emergency Removal

A building principal may remove any student from school for a period not to exceed twenty-four (24) hours, when the student's presence poses a continuing danger to persons or property within the classroom or elsewhere on the school property, or an ongoing threat of disrupting the academic process.

No hearing is required unless suspension or expulsion is contemplated. All emergency removals must be documented as to the reason and duration. Punishment or discipline may not be a reason.

2. Suspension

- a. A building principal may suspend any disabled and/or suspected disabled student.
- b. Suspension of disabled and/or suspected disabled students must be in accordance with Board policy JGD/JGE and/or Federal regulations.
- c. A disabled student can not be suspended for more than ten (10) days during any one (1) school year without manifestation determination. The manifestation determination should be conducted prior to the issuing of a suspension notice that would include the tenth (10th) day of suspension for the student.
- d. The manifestation determination, functional-behavior assessment, and the behavior intervention plan is conducted at the building level, involving the IEP team.
- e. Students who are suspected of having a disability are also protected by the ten (10) day rule. For the purpose of implementing the ten (10) day rule, a student is considered "suspected disabled" at the point in time that the school personnel indicates the child has a suspected disability on the Determination of Suspected Disability Form. (Policies and Procedure for the Education of Children with Disabilities).

3. Mandatory Expulsion

In cases involving mandatory expulsion, an expulsion hearing is necessary. If the principal is requesting action beyond the ten (10) day rule (i.e. change of placement, transfer to another school, home instruction), the appropriate cross-categorical supervisor, and, where appropriate, the Individualized Education Program (IEP) team will assist in constructing the correct recommendation. The school retains the responsibility for requesting the expulsion hearing at the appropriate pupil personnel center.

4. Alternatives to Suspension/Expulsion

a. Intervention by the classroom teacher

These are documented attempts to modify the curriculum or classroom management strategies to rectify or modify the student's behavior. The appropriate cross-categorical supervisor will assist, upon request of the principal, or his/her designee.

b. Parent conference

This may be an individual conference or a full IEP conference involving the teacher and/or appropriate cross-categorical supervisor.

c. Transfer to another class and/or school

The appropriate cross-categorical supervisor will assist when and if a transfer is appropriate.

d. Change in placement

A change in placement differs from a transfer in that a change in placement is a different program which changes the IEP and must be approved by the IEP team. The cross-categorical supervisor will assist when and if a change in placement is appropriate.

e. Referral to BIC

A disabled student may be referred to a behavior intervention center (BIC) when one is available provided the referral is not a violation of the student's IEP and provided the referral does not require special accommodations in the BIC center. If there is a concern regarding whether the referral to BIC would violate the IEP, the appropriate cross-categorical supervisor will assist in determining whether the referral is appropriate.

f. Home instruction

After all of the above options have failed, home instruction may be initiated.* Home instruction is

a change in the student's placement and requires a change in the IEP. The appropriate cross-categorical supervisor will assist in this change. Home instruction may be a temporary solution until another placement can be made.

- * For those offenses requiring mandatory expulsion for regular education students, home instruction may be considered prior to the implementation of (2) through (3) above.

g. Alternative Placement

Alternative Placement is another option if/when available for a disabled student who commits an offense that would require a suspension beyond the ten (10) day limit; or, would require a mandatory expulsion for a regular education student. In these cases a disabled student may be removed from his/her home school and sent to an alternative site provided that there is no loss of required services.

APPENDIX G

Final Agreement

May 22, 2008

Guidelines for Intervention Response Teams (IRT)

Purpose

IRTs are school based problem-solving groups whose purpose is to assist teachers with strategies for dealing with the learning needs and interests of pupils. IRTs are a resource for linking teachers and students with available resources. An IRT addresses acknowledged instructional and behavioral problems and enhances existing methods of operation within the school organization.

IRTs Will:

1. Provide academic and/or behavior interventions for students who are experiencing learning problems. All referrals (completed teacher and/or parent Request for Assistance/Evaluation PR-04 forms) will be submitted to the IRT for disposition. IRTs will assist with reviewing existing and appropriate data, the intervention process, and, determine whether or not a disability is suspected, in accordance with due process.
2. Help teachers who request their assistance to develop and implement interventions for students with learning and/or behavioral problems, and at-risk students. The IRT will determine the appropriateness and adequacy of interventions. The IRT will review interventions which were implemented by a teacher prior to referral of a student for assessment and will accept those interventions as qualifying for mandated interventions whenever possible.
3. Serve as an effective means of school community relations by providing an opportunity to involve parents in the development and implementation of intervention strategies for addressing their child's specific needs.
4. Provide documented efforts to meet individual learner needs.
5. The IRT chair and school psychologist should mutually establish a communication system to accommodate sharing information regarding student status.
6. Access the assistance of teacher Behavior Specialists as needed and desired.

Membership

Core team membership shall include up to five teacher members, the building principal or his/her matrix designee, and the school psychologist. It is understood additional staff are included on an individual case basis (referring teacher, therapist, etc.) however, they are not considered core team members.

It is strongly recommended that elementary IRTs include as core teacher members at least one teacher from the primary (1-3) grade level and one from intermediate (4-6) level, as well as a special education teacher when available. It is recommended that junior/senior high level core team teacher members of IRTs should include teachers from various subject areas as well as a special education teacher when available.

Elementary School Buildings with an enrollment over 600 students may apply for additional teacher members to serve on their IRT: one additional teacher member for every 100 students over 600. A request from the building representative, school psychologist and principal to the IRT Standing Committee prior to April 30 of the preceding school year would be required.

Member selections will occur in May for the succeeding school year. The Building Representative will notify all teachers of the availability of positions and solicit applications. The teacher members of the IRT are selected by the TFT Building Committee.

IRT teacher members may serve a maximum of five consecutive years, at which time one teacher will be rotated out of team membership. In the event that more than one teacher member has served five consecutive years, a tie breaker will be used (as determined by lot or another method determined by a school's Federation building committee). A former IRT teacher member may reapply two years after rotating out. Teacher members may be replaced at the discretion of the building committee following consultation with the IRT and TFT member of the IRT Standing Committee.

An IRT chairperson will be elected in May for the succeeding school year by a consensus of IRT members (teachers appointed for the succeeding school year, the Building Principal, the psychologist). The Building Rep will conduct this election. Self-nominations must be submitted to the Building Rep at least 3 days prior to the announced election date. Teacher members will have the first option of serving as chairperson. Only

one chairperson shall be designated. Co-chairs will not be recognized, nor can the chair stipend be shared.

Service Delivery Models

The method of IRT service delivery should be determined at the building level by the consensus of the team. However, the service must include 1-6 above. The team may meet either during the school day or before or after school or a combination of both as agreed to by a consensus of the team and approved by the School Assistance Center coordinator. Teachers will be provided with release time or compensated at the hourly negotiated rate. The IRT chair should equitably distribute compensated hours among all teacher members. Teacher members are not required to use their planning time for IRT activities.

Professional Development

One day per month may be used for IRT activities where subs are needed. Time spent before or after contract time is at the discretion of the team. IRT members will be provided release time in-service opportunities consisting of 1/2 to 1 day per year. Topics and presenters will be determined based upon feedback from IRTs and feeder pattern in-services jointly approved by a standing IRT committee comprised of representatives from Administration, TAAP, and TFT. District wide inservices and initial IRT training will be jointly developed by the standing IRT committee. All IRT members will be encouraged to attend these in-service sessions.

Application

Any school may apply for an IRT by completing an application signed by the TFT building representative, the building principal, and school psychologist. Participating schools will be jointly selected by the Administration, TAAP and TFT.

APPENDIX G-1

Definition of Counseling Services

Counseling is defined as “services provided by school psychologists, guidance counselors, or other qualified personnel.”

Definition of Related Services

Related service is defined as “support services that are required to assist a handicapped child to benefit from special education.”

A student is eligible to receive counseling as a related service when the following conditions are met:

1. Without counseling as a related service, the student's learning and functioning (i.e., safety, effective/efficiency, independence and spontaneity*) are adversely affected.
2. Counseling is required for the student to attain IEP goals and objectives.
3. The student's characteristics that require counseling within the learning environment involve an underlying foundation/requisite skill(s) necessary for learning.
4. Counseling services are highly specialized, specific and provided for a specified frequency and duration.
5. Counseling services are provided within the guidelines of least restrictive environment.

Determination of Need for Counseling as a Related Service

When the child's current levels of performance indicate that counseling services may be required to achieve the IEP goals and objectives, the IEP chairperson must arrange for the counseling service provider (i.e., a school psychologist, a school counselor or other qualified personnel) to participate in the IEP meeting.

The assignment of the counseling service provider will be determined collaboratively by the IEP team and the service provider.

* **Safety:** The task is being accomplished by the student in a manner free from damage, behavior, injury or danger.

Effective/efficiency: The task is being accomplished in a manner that successfully attains the desired behavior results with a minimum use of

resources or amount of waste in consideration of the student's level of performance.

Independence: The task is being performed by the student by relying on his/her own abilities or judgment. If this is not possible, it is being done in the most independent manner available to the student.

Spontaneous: The task behavior is self-initiated.

APPENDIX H

Guidelines for Cross-Categorical Special Education Classes (CCSE)

1. Cross-categorical special education classes will be only one part of the TPS continuum of special education services. Self-contained, resource, in-class support, and tutoring services, per current practice, will continue to be an integral part of the continuum. These cross-categorical special education classes will be CCSE self-contained or CCSE resource.
2. CCSE classes may be developed to provide cross-categorical resource services and encourage collaboration between regular and special educators. CCSE classes will be designed to provide services to identified special education students with mild/moderate disabilities as determined by the individualized education program (IEP). CCSE resource classes must include on their proposal, signatures of regular and special educators, the special education supervisor, the principal, the TFT representative, and special education department chair, if applicable.
3. Schools requesting to initiate a CCSE class must submit their written proposal using the TPS/TFT/TAAP approved CCSE proposal form. Applications shall be submitted to the director of student services by no later than April 30 for classes beginning the next school year.
4. The Director of Student Services and the designated Federation & TAAP representatives must sign off on all CCSE class proposals prior to implementation. Failure to agree will refer the proposal to the joint curriculum committee.
5. If the Cross-categorical special education class proposal is to be amended after approval, the CCSE team must submit the proposed changes in writing for approval prior to implementation.
6. Changes of categorical special education classes to CCSEs will be made at end of the school year (refer to Article IV.F.2)
7. Teachers certified in any of the identified disabilities being served in CCSE may bid on that class.
8. Mainstream guidelines and pay, as outlined in TFT/TBE agreement Article XLVIII, will be applicable, to regular education teachers (accepting

CCSE self-contained students) who would otherwise be eligible for payment.

9. Students whose behavior is a primary consideration in their disability should not be considered for placement in cross-categorical classes not specifically designed to meet their needs.
10. CCSE self-contained class size will not exceed the maximum number of students allowed in any disability included in that class.
11. A CCSE class that includes a disability that requires paraprofessional services by state standard or by contract shall be provided with a paraprofessional.
12. Cross-categorical special education resource teachers must have common planning time scheduled with general education teachers serving the same students not to exceed planning times as outlined in Article IV, (Teaching Assignments G.7 & 11).
13. First year special education and/or regular education teachers shall not be assigned to ASDO classes where teaching duties will be shared (Models I and IV). Be evaluated via the Toledo Plan.

APPENDIX I

Intern Psychologist Salary Schedule

Years of	Bachelor's Degree	5 years Training No Master's Degree	Master's Degree or Higher
0	20,000	20,760	21,900
1	20,760	21,620	22,860
2	21,520	22,480	23,820
3	22,280	23,340	24,780
4	23,040	24,200	25,740
5	23,800	25,060	26,700
6	24,560	25,920	27,660
7	25,320	26,780	28,620
8	26,080	27,640	29,580
9	26,840	28,500	30,540
10	27,600	29,360	31,500
11	28,360	30,220	32,460

APPENDIX “J”

**Memorandum of Understanding
between
The Toledo Board of Education (Board)
and
The University of Toledo (UT)
and
Bowling Green State University (BGSU)
and
The Toledo Association of
Administrative Personnel (TAAP)**

RE: Identifying School Psychology Intern Field
Facilitators and Placing Psychologist Interns

The undersigned agree that the following procedures shall be followed to identify school psychology intern field facilitators and to place psychologist interns.

- a) TAAP will appoint three (3) psychologists to assist the TAAP President, the deputy Superintendent and/or his/her designee, and one (1) representative from UT and one (1) from BGSU in screening the portfolios submitted by Toledo Public Schools psychologists who are applying to become school psychology intern field facilitators and thus eligible to be assigned a psychologist intern. This collaborative committee shall be called the Psychologist Accreditation and Intern Placement Committee.
- b) All Toledo Public Schools (TPS) psychologists will be provided with a copy of The Ohio Internship in School Psychology which outlines the Psychologist Intern Program requirements.
- c) All TPS psychologists will be provided with a copy of The School Psychology Intern Field Facilitator Process, which defines and clarifies the specific selection criteria outlined in The Ohio Internship in School Psychology (see School Psychology Intern Facilitator Process attachment).
- d) By February 1st, each TPS psychologist will receive a packet of information regarding the identification criteria for intern field facilitators and the placement criteria for psychologist interns, which will include an application form for those psychologists interested in applying.
- e) TPS psychologists must apply (by filling out the application form) by March 1st. Applicants must include a portfolio with their application. The port-

folio shall include those items specified in The School Psychologist Intern Facilitator Criteria attachment. Applications and portfolios shall be sent to the Student Services Office, Room 109, Thurgood Marshall Building, 420 East Manhattan Boulevard, Toledo, Ohio 43608-1267.

- f) The Psychologist Accreditation and Intern Placement Committee will interview all applicants.
- g) The Psychologist Accreditation and Intern Placement Committee will grant three (3) year school psychology intern facilitator status to approved TPS psychologists by consensus. The Psychologist Accreditation and Intern Placement Committee will provide those applicants who do not achieve school psychology intern facilitator status written information regarding areas that need improvement.
- h) Once the school psychology intern facilitator list has been created, the Psychology Accreditation and Intern Placement Committee will assign psychologist interns by consensus, subject to the approval of the school psychology intern facilitator.
- i) TAAP and the Board agree to explore how to incorporate TPS psychologists who receive a three (3) year approved facilitator status into the TAAP Exemplary Leadership Program.
- j) This Memorandum of Understanding shall remain in place for a period not to exceed the expiration date of the TAAP Agreement, unless otherwise agreed to by the parties.

/s/ Richard Daoust
Deputy Superintendent

/s/ David E. McClellan
President, TAAP

/s/ Philip J. Rusche
Dean, College of Education
University of Toledo

/s/ Edward D. Fiscus
Bowling Green State
University

3-17-99

APPENDIX "K"

TO: All Division Heads, Executive Directors
and State and Federal Program Directors

FROM: R.A. Working, Asst. Supt., Planning
and Evaluation

DATE: June 24, 1980

1. Any individual division, department, or office which plans to develop and submit a new proposal under the auspices of the Toledo Public Schools will contact the division head for Planning and Evaluation to secure approval for the proposal planning efforts.
2. Having secured the approval of the Assistant Superintendent, Planning and Evaluation to proceed in the planning of a grant application, the TFT and TAAP organization will be contacted to secure organizational input into the planning activities associated with the preparation of the grant application.
3. In the event that an existing state and/or federal project is being considered for programmatic changes which alter the thrust of the program changes the procedures by which the programs and services are provided, TFT and TAAP must be involved in the review session to consider the impact of the proposed changes.
4. Upon the preparation of the prospectus or draft copy of the proposal the TFT and TAAP must be provided a copy whichever document comes first. The Division of Planning and Evaluation will assume full responsibility with regard to the distribution of the prospectus and proposals to TFT and TAAP.
5. In preparation of the final application—if the final application differs from the initial draft—the TFT and TAAP will be consulted about the change(s) before final submission takes place.
6. If the application is amended by the funding sources in such a manner as to significantly alter the thrust of the proposal and/or the level of delivery of services, TFT and TAAP will be consulted with regard to the proposed changes. Subsequently, corrected copies of the negotiated grant will be prepared and will be made available to TFT and TAAP by the division of Planning and Evaluation.

7. If the application is amended in minor ways, not affecting either the program thrust or the level of service, appropriate adjustments will be made in the document for the funding source. Copies of the corrected document will be sent to TFT and TAAP. A memorandum of change, identifying the minor changes, will accompany the corrected copies.

APPENDIX “L”

TOLEDO PUBLIC SCHOOL RETURN TO WORK/TRANSITIONAL WORK PROGRAM

Statement of Policy

Toledo Public Schools has experienced ever increasing costs in the area of Workers' Compensation. It is the goal of both management and labor, through the TPS/TAAP workers' compensation committee, to implement a return to work/transitional work program that will assist in reducing these costs as well as benefiting the injured employee and the employer. These benefits include, but are not limited to:

For Employee

- Increased morale
- Full wage v. 72%, then 66 2/3% after 12 weeks of BWC compensation
- No interruption of benefits
- More “hands-on” claims management
- Ability to return to work as determined by physician

For Management

- Reduced workers' compensation costs
- Increased revenues in the General Fund
- Increased productivity
- Decreased absenteeism
- Increased employee relations
- More “hands-on” claims management
- Assistance with compliance to ADA and FMLA

This program shall emphasize that job accommodation, modified duty activity, or transitional work will not aggravate the medical condition of injured employees. Every effort will be made to ensure that their safety and health will be protected while they are working within physical restrictions. Additionally, job accommodation, alternate duty assignments, and transitional work are meant to be temporary, not permanent work assignments.

Goals & Objectives

Managed return to work allows employees who are temporarily or partially disabled due to work-related injuries or illnesses to return to the workplace, in a restricted or modified capacity, and be productive, before they are able to return to their normally assigned duties at full capacity. The goals and objectives for the Toledo Public Schools Return to Work/Transitional Work program include, but are not limited to:

- Developed a plan to return injured employees to work safely and in a meaningful capacity, without risk of re-injury, aggravation of the injury, or risk to others
- Ensure that managed return-to-work develops within the requirements of the Americans with Disability Act (ADA) and applicable state laws
- Coordinate with Human Resource representatives
- Create an effective process for monitoring injured employees from the date of injury or illness until the injury is resolved or the injured worker is maximum medically improved (MMI)
- Focus on what the employee can do, not on what he or she cannot do
- Focus on the temporary nature of the modified work assignment or job accommodation
- Enlist the support and commitment of management, labor, and co-workers
- Perform detailed job assessment/analysis for each job classification identifying the physical demands and requirements of each job, especially for jobs or classifications that have a high accident rate, to include: a) the essential and nonessential tasks, b) the tools, machines, and equipment used, c) posture requirements, d) height and weight of object to be lifted and/or moved, e) endurance factors, such as degree of strength and physical demands required.
- Develop detailed job descriptions (including essential and nonessential functions and physical requirements) to help medical care providers and medical care reviewers understand the physical and mental demands of each job

Return to Work Options

When an injury occurs, the employer's intent is to return the employee to work as quickly as circumstances permit, as determined by the provider of record. Instead of waiting until an injured employee reaches maximum medical improvement (MMI), or 100 percent recovery, to bring the employee back to work, the focus should be on what the employee can do during recovery to accommodate the injury or disability. (One hundred percent recovery means the employee has regained his or her pre-injury physical capacity. MMI means the employee has recovered as much as possible.)

Managed return to work options include job accommodation, temporary alternate or modified duty assignments, and transitional work. Positions identified for such assignments are not intended to replace vacant positions. Return to work positions are recognized as temporary positions, not eligible for acting assignment payments. Such positions within the TAAP bargaining units are intended for TAAP employees, and not employees of any other bargaining unit, unless specifically agreed to by the TPS/TAAP workers' compensation committee.

Job accommodation. The first choice is to bring the employee back to his/her regular job through a process called job accommodation, which is intended to allow employees to return to their regular jobs while recovering from an injury. Accommodation may require some modification of the injured employee's regular assignment. For example, it may be possible for the employee to return to his/her regular job with instructions not to perform specific activities or to complete only a limited number of the tasks usually performed in a day's time. This type of job modification is often most desirable because it enables injured workers to perform familiar work. It also helps avoid injuries that could result from performing unfamiliar tasks.

Temporary alternate duty assignments. If job accommodations are not possible, another option is to place the disabled employee in temporary alternate duty assignments. In some cases, provisions shall be made to allow employees to *temporarily* perform work in a different job classification or even a different department. If a transitional work assignment results in a dispute regarding work assignment between bargaining units, the matter will be resolved through the TPS/TAAP workers' compensation committee. Alternate duty assignments shall be integrated into mainstream operations as much as possible. Jobs or tasks for alternate duty assignment shall be identified in advance, and reviewed and approved by management and TAAP. Each alternate duty job shall be assessed/analyzed and its physical requirements documented. Returning injured employees will be matched with suitable alternate work, given his/her medical restrictions. Alternate duty assignments shall keep pace with the injured workers improvement and shall not be considered either long-term or permanent.

Transitional work. An important part of both job accommodation and temporary duty assignments is a concept known as transitional work (work hardening). With work hardening, injured employees may return to

their regular job or an alternate job on a reduced schedule (in keeping with their medical restrictions), possibly working only a two to three-hour workday during early recovery. The number of hours gradually increases to keep pace with the employee's recovery and rehabilitation and is tailored to the employee's changing medical restrictions. Other work hardening activities could include exercise programs to rebuild strength, and these could be obtained off-site in a hospital or rehabilitation center setting.

Coordinating with Treating Physician

A Toledo Public Schools program physician(s) and medical facility(s) shall be selected from submitted proposals and approved by the TPS/TAAP workers' compensation committee.

Employees sustaining a work related injury that requires medical attention at a medical treatment facility (i.e., sprains, simple fractures, etc.) will receive treatment by a program physician or medical facility. The program physician, along with rendering a diagnosis and prognosis, will determine if the employee is capable of returning to work, and under which option as described above. This plan will include any necessary rehabilitation plan to be followed, the approximate duration of any return to work assignment, and indicate any physical therapy the injured employee may require. The program physician(s) may require follow-up medical evaluations.

Employees sustaining a work related emergency/trauma injury (i.e., life threatening, severe body injury) may be treated at any medical treatment facility to which emergency medical personnel transport them. The employee will subsequently be examined by the program physician. The designated program physician will determine if the employee is capable of returning to regular duties; or, if restricted, returning to work under the options as described above. This plan will include any necessary rehabilitation plan to be followed, the approximate duration of any return to work assignment, and indicate any physical therapy the injured employee may require. The program physician(s) may require follow-up medical evaluations.

An employee may, after the initial evaluation by the program physician, elect to continue treatment with their personal physician provided the program physician's recommendations are followed. The employee will sign any necessary waivers to allow their personal physician(s) to release information to the program physician. The employee's personal physician will be

the physician of record for Workers' Compensation purposes.

Upon the program physician's determination that an injury requires the employee to be off work, wherein the employee reports said injury within twenty-four (24) hours of the incident of illness or injury, paid leave shall be granted by the employer.

If the opinion of the employee's physician conflicts with that of the program physician and such opinion is presented to the employer in three (3) work days of the program physician's evaluation, and if the physicians cannot agree after consultation, the employee will be referred for a third opinion. A panel of occupational health specialists for third opinions shall be established by the TPS/TAAP workers' compensation committee. The third opinion shall be determinative of the employee's injury pay status under the contract and shall not be subject to further appeal or review. If the third opinion is consistent with the program physician's plan and the employee enters and later drops out of the plan, then the employer can recoup injury wage continuation pay from the employee's sick time accumulation. If the employee does not have a sufficient sick time balance, the employer shall recoup the injury pay by reducing future sick leave earnings by one-half (1/2) until the injury pay is fully recouped.

Employees in an alternate work assignment shall be evaluated at least once a week and any appropriate modifications and upgrades shall be discussed with the program physician. A medical release from either the program or personal treating physician of an injured worker is required prior to returning an employee in an alternate work assignment to his/her original position.

Employees who sustain an injury in the course of and arising out of, their employment under such circumstances as would cause such injury or disability to be compensable under the Workers' Compensation Laws of the State of Ohio, who choose NOT to be evaluated by the program physician, or who choose NOT to follow that physician's recommended program, and go only to the physician of their choice, are NOT entitled to any paid wage continuation benefits contained in this program.

Compensation

An employee working in the return to work/transitional work program will be compensated at their regular rate of pay.

An employee shall be given up to two (2) hours

released time, if needed, to attend workers' compensation hearings.

An injured employee will make every effort to schedule follow-up examinations and/or physical therapy during non-working hours. These appointments shall be coordinated with Toledo Public School's Managed Care Organization. If scheduling during non-working hours is not possible, an employee shall be given up to two (2) hours release time, if needed, for follow-up appointments and/or physical therapy appointments.

Permanent Restrictions/Disability

In the event that an employee cannot be returned to work due to permanent restrictions in their regular job or alternate position, or is applying for a disability retirement, and if the employee has followed the wage continuation program, the employer will continue wage continuation for a period of forty-five (45) days in addition to the two (2) years of wage continuation for which the employee is eligible. Human Resources will continue to review the vacancy list every two weeks for a position which the employee would qualify. Where appropriate, if the employee qualifies for Bureau of Workers' Compensation rehabilitation, the employer will cooperate with the Bureau of Workers' Compensation in allowing on-the-job training to help qualify the injured worker for a position.

APPENDIX M

Current Health Care Plan Options

Option 1

Premium:

Contract Type	Self-Funded Option 1
Employee Only	\$0.00
Monthly Cost to Add	
Spouse (Secondary)	\$0.00
Spouse (Primary)	\$0.00
Children	\$0.00

Employee contributions will be offered on a pre-tax basis.

Deductible:

Plan Type	In-Network	Out of Network
Single	\$200.00	\$400.00
Family	\$400.00	\$800.00

Co-Payments:

Plan Type	In-Network	Out of Network
Single	85%	60%
Family	15%	40%

Co-Payment Maximum:

Plan Type	In-Network	Out of Network
Single	\$1,375.00	\$2,750.00
Family	\$2,750.00	\$5,500.00

Annual Out of Pocket Limit:

Plan Type	In-Network	Out of Network
Single	\$1,575.00	\$3,150.00
Family	\$3,150.00	\$6,300.00

Emergency Room:

\$50 per visit co-payment (Waived if admitted. Does not apply to deductible)

Urgent Care:

\$25 per visit co-payment (Waived if admitted. Does not apply to deductible)

Physician Office Visit:

\$10.00 per visit co-payment (Does not apply to deductible)

Option 2

Premium:

Contract Type	Self-Funded Option 2
Employee Only	\$ 20.00
Monthly Cost to Add	
Spouse (Secondary)	\$ 6.00
Spouse (Primary)	\$ 13.00
Children	\$ 19.00

Employee contributions will be offered on a pre-tax basis.

Deductible:

Plan Type	In-Network	Out of Network
Single	\$100.00	\$200.00
Family	\$200.00	\$400.00

Co-Payments:

Plan Type	In-Network	Out of Network
Single	90%	70%
Family	10%	30%

Co-Payment Maximum:

Plan Type	In-Network	Out of Network
Single	\$750.00	\$1,500.00
Family	\$1,500.00	\$3,000.00

Annual Out of Pocket Limit:

Plan Type	In-Network	Out of Network
Single	\$ 850.00	\$1,700.00
Family	\$1,700.00	\$3,400.00

Emergency Room:

\$50 per visit co-payment (Waived if admitted. Does not apply to deductible)

Urgent Care:

\$25 per visit co-payment (Waived if admitted. Does not apply to deductible)

Physician Office Visit:

\$10.00 per visit co-payment (Does not apply to deductible)

Option 3

Premium:

Contract Type	Self-Funded Option 3
Employee Only	\$ 35.00
Monthly Cost to Add	
Spouse (Secondary)	\$ 10.00
Spouse (Primary)	\$ 20.00
Children	\$ 25.00

Employee contributions will be offered on a pre-tax basis.

Deductible:

Plan Type	In-Network	Out of Network
Single	\$0.00	\$100.00
Family	\$0.00	\$200.00

Co-Insurance:

Plan Type	In-Network	Out of Network
Single	100% - 0%	90%-10% or 80%-20% As in current schedule
Family	100% - 0%	90%-10% or 80%-20% As in current schedule

Co-Insurance Maximum:

Plan Type	In-Network	Out of Network
Single	- 0 -	\$ 500.00
Family	- 0 -	\$ 1,000.00

Annual Out of Pocket Limit:

Plan Type	In-Network	Out of Network
Single	- 0 -	\$ 600.00
Family	- 0 -	\$ 1,200.00

Emergency Room:

\$50 per visit co-payment (Waived if admitted. Does not apply to deductible)

Urgent Care:

\$25 per visit co-payment (Waived if admitted. Does not apply to deductible)

Physician Office Visit:

\$10.00 per visit co-payment (Does not apply to deductible)

APPENDIX N

MATRIX REVIEW AGREEMENTS

- A. Reorganization of the Computer Services Department
- B. Restructuring the Office of Compensatory Programs
- C. Reorganization of the Curriculum Division
- D. Approved Individual Matrix Review Requests
- E. Reorganization of the Treasurer's Division

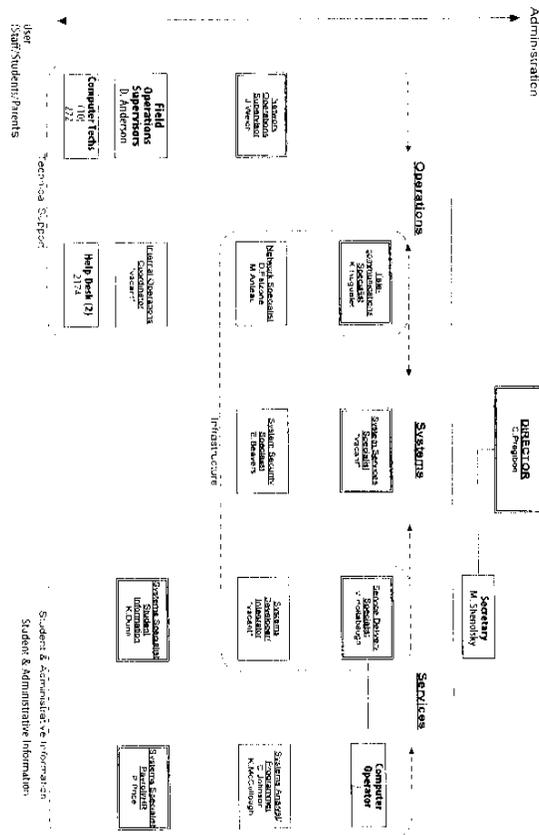
A. RE: Reorganization of the Computer Services Department

In accordance with Article IV-B-3 of the TAAP Agreement, the above mentioned parties have agreed to the following reorganization of the Computer Services Department.

1. Kay M. Huguelet #160585, Webmaster/Network Analyst, Class 6, will become the Telecommunications Specialist, Class 5, and will report to the Director of Computer Services.
2. The district will wait a minimum of six (6) months to fill the vacant System Services Specialist position. This will allow the District time to judge the impact of the new system as it comes on line.
3. Vanessa Hollabaugh #153968, Systems Analyst/Programmer, Class 6, will become the Service Delivery Specialist, Class 5, and will report to the Director of Computer Services.
4. John S. Welch #367792, Field Operations Supervisor, Class 6, will become the Network Operations Supervisor, Class 5, and will report to the Director of Computer Services.
5. Michael W. Anteau #452363, Network Analyst, Class 6 and David Vincent Falzone #100125, Network Analyst, Class 6 will have their titles changed to Network Specialist and remain at Class 6.
6. Emmett C. Beavers, Jr. #019264 Data Base Administrator, Class 6 will have his title changed to Systems Security Specialist and he will remain at Class 6.
7. The System/Developer/Integrator position, Class 6 will be advertised and filled.
8. Donald R. Johnson #168118, Systems Analyst/

Programmer, Class 6 and Kristin McCullough #229621, Systems Analyst/Programmer will remain the same.

9. The Field Operations Supervisor position, Class 6 will be reclassified to Class 7. Darrell Anderson #007276 will be appointed to the Field Operations Supervisor position effective July 8, 2008.
10. The Internal Operations Coordinator, Class 10 will be advertised and filled.
11. Kathleen M. Dunn #455822, System Analyst/Programmer, Class 6 will have her title changed to Systems Specialist, Student Information, Class 6.
12. Peggy J. Price #278066, Systems Analyst/Programmer, Class 6 will have her title changed to Systems Specialist, Human Resources/Payroll Class 5.
13. All job descriptions have been reviewed and modified to include the changes identified above (see attachments).
14. The Educational Incentive Pay (degrees) currently received by matrix persons in Computer Services will be grandfathered.
15. Matrix persons affected by this reorganization will be placed on the Matrix in such a way as not to lose salary, including supplemental (s).
16. As the new software comes on line, it will be necessary to remain flexible as the District continues to integrate the service directly to the Department/School affected.
17. All positions in Computer Services (matrix) will report directly to the Director.



Based on the current position of E-rate/Grant/Training Manager & Network Analyst.

Recommendation: Kay Huguélet (Webmaster)

Title: Telecommunications Specialist

Class: 5

Reports to: Director of Computer Services

Function:

Responsible for the physical and logical design, implementation and support of network electronics used by the District to transfer voice, video and data to/from offices, schools and the internet. Identifies telecommunication grant opportunities, submits funding requests and maintains accurate records for state and federal grant opportunities.

Duties:

1. Responsible for the overall health and availability of the Districts data network and its connectivity with the State of Ohio's TFNetwork and the public internet. This includes monitoring the network to identify security and/or bandwidth issues that might have a negative impact on its reliability or availability.

2. Works directly with transmission carriers and network service providers to order services, validate billing and diagnose problems.
3. Develops project plans pertaining to the replacement of network electronics and/or services to maintain or improve communication capabilities.
4. Takes an active role in the deployment of new systems, servers, appliances and applications to ensure that they meet their expected function and performance.
5. Monitors network and computer activity to enforce the Districts computer policy and identifies potential security issues that could negatively impact the Districts resources.
6. Maintains network documentation and diagrams that accurately depict the current state of all critical network electronics.
7. Identify, Develop, Submit and Track ERate/ETech funding requests for telecommunication opportunities.
8. Establish and manage timelines to assure timely implementation of funded projects and maintain internal documentation to support and comply with all program requirements and FCC regulations. This includes all communication with vendors, program administrators and auditors.
9. Establish and maintain communication with District departments and staff regarding projects and grant opportunities. This would include the OSFC office and the BFS project.
10. Develop and maintain a working relationship with program administrators and vendors.
11. Performs other duties consistent with the job function, and/or assigned by the Director of Computer Services.

Qualifications:

(Education, experience, skills, certification – whichever applicable)

- Associates/Bachelors degree in a Computer/Network related field—or—equivalent training, certification or experience.
- Six (6) years experience with voice, video and data network electronics, transmission services and WAN/LAN infrastructure, four (4) of which must include experience with firewalls, routers, level 2/3 switches and content filters. Added

weight will be given for experience with technology currently used by the District.

- Hands-on experience in network protocols/applications including, but not limited to, OSPF, RIP, BGP, TCP, UDP, SMTP, SNMP, Telnet, LPR/LPD and FTP.
- A minimum of 1 year experience with all phases of the Erate/E/Tech processes.
- A working knowledge of the bid, contract, PO and invoicing process used by the District to comply with Board Policy, Ohio Revised Code and FCC regulations.
- Must demonstrate excellent written, oral and organizational skills.
- Experienced with MS Office and the WebApps used by USAC and ETech to submit and track funding requests.

Based on the current position of Systems Programmer.

Vacant, will be filled after a new admin/student system is selected

Title: System Services Specialist

Class: 5

Reports to: Director of Computer Services

Function:

Responsible for the availability and integrity of the administrative and student systems used by the District to conduct its day-to-day business. This includes responsibility for system security, business continuity and governance, along with support for legacy applications and systems.

Duties:

1. Directs internal and external Project Development, Application and Operational personnel and assists with their evaluations.
2. Oversees and coordinates all facets of systems implementation and integration to meet or exceed all Department projects or District initiatives.
3. Acts as a central point of contact for vendors, manufacturers and system service providers to ensure that District priorities are met and/or exceeded.
4. Ensures systems software is maintained at acceptable support levels.

5. Performs capacity planning to ensure ongoing and future system requirements.
6. Coordinates and documents new or change methods of operation.
7. Establishes and maintains communication with other departments regarding service level agreements and future projects.
8. Ensures department policies and standards are followed for ongoing and future projects.
9. Keeps informed of technology developments/trends and communicates their potential application to users and management.
10. Works with other staff members to coordinate activities to meet the objectives of the department.
11. Reviews and makes recommendations to improve the efficiency and quality of internal department processes.
12. Acts as the primary disaster recovery/business continuity coordinator for the department.
13. Performs other duties consistent with the job function, and/or assigned by the Director of Computer Services.

Qualifications:

(Education, experience, skills, certification – whichever applicable)

- Associates/Bachelors degree in a Computer/Network related field—or—equivalent training, certification or experience.
- A minimum of five (5) years experience as a systems programmer, network analyst or systems analyst. This includes hands on experience with mainframes, servers and databases.
- Experienced with Server/Desktop virtualization.
- Experienced with TCP/IP, network principles, protocols and architecture.
- Thorough understanding of programming concepts, languages and best practices.
- Experienced in leading projects to deploy new technology.
- General knowledge of ERP solutions and their governance.
- High level of expertise with Microsoft Office products.

- A working knowledge of the bid, contract, PO and invoicing process used by the District to comply with Board Policy and Ohio Revised Code.
- Must demonstrate excellent written, oral and organizational skills.
- Must demonstrate the ability to provide a high level of customer service.

Based on the current position of Systems Analyst and DataBase Analyst.

Recommendation: Vanessa Hollabaugh (Systems Analyst/Programmer)

Title: Service Delivery Specialist

Class: 5

Reports to: Director of Computer Services

Function:

Responsible for the design, development, implementation and support of new and existing business systems/applications. This includes the integration of subsystems as well as coordinating the efforts of internal and external resources to meet Department and District initiatives.

Duties:

1. Directs internal and external Project Development, Application and Operational personnel and assists with their evaluations.
2. Assists with the day-to-day supervision of the Computer Room.
3. Plans, organizes and directs all facets of project development or governance to meet deadlines and cost estimates.
4. Designs, develops and supports applications as needed to meet District initiatives.
5. Acts as a central point of contact for application relates inquires and takes a lead role in developing design requirements and support models.
6. Coordinates and documents new and existing methods of system operation along with any applicable reporting requirements.
7. Responsible for database design, administration and maintenance procedures to meet application requirements.
8. Performs capacity planning to ensure ongoing and future system requirements.

9. Establishes and maintains communication with other departments regarding the coordination and delivery of services.
10. Ensures department, District and State policies and standards are followed for ongoing and future projects.
11. Keeps informed of technology developments/trends and communicates their potential application to users and management.
12. Directs operational staff as needed to ensure application requirements are met or exceeded.
13. Performs other duties consistent with the job function, and/or assigned by the Director of Computer Services.

Qualifications:

(Education, experience, skills, certification – whichever applicable)

- Associates/Bachelors degree in a Computer/MIS related field—or—equivalent training, certification or experience.
- A minimum of five (5) years experience as a systems analyst, with two (2) years hands-on experience with SQL databases. This should include hands on experience with mainframe environments that include CICS.
- Experienced with TPS Payroll/HR and Student processes.
- Experienced with data extraction utilities and file transfer protocols that includes FTP.
- Thorough understanding of programming concepts, languages and best practices.
- Experienced in leading projects to deploy new applications.
- High level of expertise with Microsoft Office products.
- Must demonstrate excellent written, oral and organization skills.
- Must demonstrate the ability to provide a high level of customer service.

Based on the current position of Field Operations Supervisor.

*Recommendation: John Welch
(Field Operations Supervisor)*

Title: Network Operations Supervisor

Class: 5

Reports to: Director of Computer Services

Function:

Responsible for the day-to-day support and upkeep of voice and data communications equipment and services at all Districts facilities.

Duties:

1. Develops, Implements and Supports Telephony (phone) services to meet the needs of District departments and initiatives. This includes new construction and office relocations.
2. Plans, organizes and coordinates the installation, implementation and maintenance of voice and data equipment in support of the District computing and communication environment.
3. Ensures that the facilities which house the Districts network related equipment are secure and capable of supporting the electronics they contain.
4. Performs problem determination which leads to the resolution of issues with network electronics, protocols, methodology or architecture.
5. Participates in the evaluation, testing and installation of network electronics and assumes responsibility for its physical requirements.
6. Researches and makes recommendations with regard to network electronics and services that will help the District stay current with Technology and become more efficient and productive.
7. Develops short and long range goals to meet the needs of the department and District which may correspond to strategic plans or initiatives.
8. Interacts with department heads in the planning, selection and procurement of network electronics and services to meet their telephony and computing requirements.
9. Maintains an awareness regarding information technology and telecommunications to meet the goals of the Department and District.
10. Supervises Computer/Network Technicians as needed to support this function along with acting as a backup for the Field Operations Supervisor.

11. Reviews telecommunication bills/invoices/services to ensure accuracy and makes recommendations to improve efficiency and compliance with Erate.
12. Performs other duties consistent with the job function, and/or assigned by the Director of Computer Services.

Qualifications:

(Education, experience, skills, certification – whichever applicable)

- Associates/Bachelors degree in a Computer/Network related field—or—equivalent training, certification or experience.
- A minimum of 5 years experience with network electronics which includes Foundry, Cisco and 3Com, two (2) of which must include experience with Nortel telephony equipment.
- Possesses knowledge of voice/data principles/protocols/architecture and their interaction with mainframe/server/desktop based operating systems.
- Possesses knowledge of the use and requirements of the Districts administrative systems and its offices.
- Possesses knowledge of the use and requirements of instructional technology in classroom and lab environments.
- Three years of technical supervisory experience preferred.

*Based on the current position of Network Analyst.
No change in personnel, M. Anteau and D. Falzone
(Network Analysts)*

Title: Network Specialist

Class: 6

Reports to: Director of Computer Services
or Designee

Function:

Responsible for the design, development, implementation, management and support of new and existing Network systems/applications. This includes the support for servers and PC based system hardware and software.

Duties:

1. Designs, develops, implements, integrates and

supports network applications and processes. This includes system development of business logic intended to integrate mainframe and server related applications.

2. Provides support for server/desktop hardware and software working through the helpdesk to address user concerns.
3. Evaluate and implement server based applications/systems that support the departments and/or Districts administrative and instructional initiatives.
4. Monitors network and computer activity to enforce the Districts computer policy and identifies potential security issues that could negatively impact the Districts resources.
5. Develops server/pc deployment plans and procedures to ensure efficient and effective use of District resources.
6. Provides training as needed to internal staff as well as end users pertaining to desktop applications and peripheral devices.
7. Assists in the installation, configuration and support of the Districts data network and its components.
8. Assists in the selection of hardware and software to meet department and District initiatives.
9. Maintains, manages and documents network systems/servers/applications, including backups and disaster recovery procedures.
10. Performs capacity planning to ensure ongoing and future system requirements.
11. Ensures department policies and standards are followed for ongoing and future projects.
12. Keeps informed of technology developments/trends and communicates their potential application to users and management.
13. Directs technical and operational staff as needed to ensure network application requirements are met or exceeded.
14. Performs other duties consistent with the job function, and/or assigned by the Director of Computer Services.

Qualifications:

(Education, experience, skills, certification – whichever applicable)

- Associates/Bachelors degree in a Computer/Net-

work related field—or—equivalent training, certification or experience.

- A minimum of two (2) years hands on experience with computer hardware and software. This should include experience with DNS, DHCP, and Active Directory.
- Working Knowledge of Microsoft SQL and LDAP.
- Knowledge of Lotus Domino is highly desirable.
- Experienced with TCP/IP, network principles and architecture.
- Experienced in leading projects to deploy new applications/technology.
- High level of expertise with Microsoft Office products including Excel and Access.
- Must demonstrate excellent written, oral and organization skills.
- Must demonstrate the ability to provide a high level of customer service.

Based on the current position of Network Security Analyst.

Recommendation: Emmett Beavers (DB Analyst)

Title: Systems Security Specialist

Class: 6

Reports to: Director of Computer Services
or Designee

Function:

Responsible for overall security controls and processes required to ensure the integrity and privacy of District computer based systems and resources. This includes the day-to-day administrative functions of, adding/removing user privileges, monitoring violations and maintaining records and reports for internal and State audits.

Duties:

1. Directs project development personnel.
2. Responsible for the administration of security policies and procedures to prevent the unauthorized access to the Districts' administrative and student systems/data. This includes the day-to-day functions of adding, deleting, revoking and changing user security privileges.
3. Acts as a central point of contact for questions regarding system and data security processes, policies and/or standards.

4. Establishes and maintains documentation as needed to meet or exceed Department, District and State requirements.
5. Will be involved as needed in the deployment of new systems and applications.
6. Coordinates and documents new or changed methods of operation
7. Establishes and maintains communication with other departments regarding security policy and standards
8. Ensures department policies and standards are followed for ongoing and future projects
9. Keeps informed of technology developments/trends and communicates their potential application to users and management.
10. Works with other staff members to coordinate activities to meet the objectives of the department.
11. Reviews and makes recommendations to improve the efficiency and quality of internal department processes.
12. Performs other duties consistent with the job function, and/or assigned by the Director of Computer Services.

Qualifications:

(Education, experience, skills, certification – whichever applicable)

- Associates/Bachelors degree in a Computer/Network related field—or—equivalent training, certification or experience.
- A minimum of five (5) years experience in a Computer or IT department, and two (2) years experience working with IT security.
- Working knowledge of mainframe and server based systems which includes but not limited to VM, CMS, VSE, CICS and SQL databases.
- Experienced with TCP/IP and network principles and architecture.
- Thorough understanding of programming concepts, languages and best practices.
- Experienced in leading projects to deploy new technology.
- High level of expertise with Microsoft Office products.
- Must demonstrate excellent written, oral and organization skills.

- Must demonstrate the ability to provide a high level of customer service.

Based on the current position of Systems Analyst/Programmer.

Vacant, but will be filled after a new admin/student system is selected

Title: System Developer/Integrator

Class: 6

Reports to: Director of Computer Services
or Designee

Function:

Responsible for the design, development, integration and support of administrative and student systems required for District operations and initiatives. This includes support for new and existing systems.

Duties:

1. Directs project development personnel.
2. Involved in all faces of systems implementation and integration to meet or exceed all Department or District expectations and/or deadlines.
3. Develops and documents new applications per user specifications or requirements.
4. Provides workflow analysis to improve and enhance existing processes for new systems or applications.
5. Facilitates, develops and implements techniques to integrate various business and school functions.
6. Coordinates and communicates any changes in the methods of operation which are required as part of any application or system upgrade.
7. Ensures that best practices and department policies are followed with regard to program changes, source management and testing procedures in accordance with the State of Ohio Auditors office.
8. Establishes and maintains communication with other departments regarding the coordination of computerized processes or procedures.
9. Assists end users in the generation of printed reports and electronic downloads.
10. Keeps informed of technology developments/trends and communicates their potential application to users and management.

11. Works with other staff members to coordinate activities to meet the objectives of the department.
12. Reviews and makes recommendations to improve the efficiency and quality of internal department processes.
13. Performs other duties consistent with the job function, and/or assigned by the Director of Computer Services.

Qualifications:

(Education, experience, skills, certification – whichever applicable)

- Associates/Bachelors degree in a Computer/MIS related field—or—equivalent training, certification or experience.
- A minimum of five (5) years experience in the development and/or integration of business/school related functions on mainframe or server based systems.
- Working knowledge of mainframe systems which include VM, VSE and CICS
- Desirable skills include, Access, SQL, ODBC, C++, Java Perl, ASP.net, XML, VBScript, CGI, Cobol and 5th generation languages.
- Willingness to learn new techniques, while providing ongoing support for legacy applications.
- Experienced with data import/export utilities and file transfer methods such as FTP.
- Thorough understanding of programming concepts, languages and best practices.
- Experienced in leading projects to deploy or integrate applications/systems.
- High level of expertise with Microsoft Office products, including MS Project.
- Must demonstrate excellent written, oral and organization skills.
- Must demonstrate the ability to provide a high level of customer service.

Based on the current position of Field Operations Supervisor.

*Recommendation: Darrell Anderson
(Computer Technician)*

Title: Field Operations Supervisor

Class: 7

Reports to: Director of Computer Services
or Designee

Function:

Responsible for the coordination, implementation and support of the desktop computing environment at all District Facilities.

Duties:

1. Plans, organizes and coordinates the deployment, installation, maintenance and recovery of PC based systems and accessories.
2. Performs problem determination which leads to the resolution of computer and network related issues in the office and instructional settings.
3. Participates in the evaluation, testing and installation of computer hardware/software and assumes responsibility for its requirements and application.
4. Researches and makes recommendations with regard to hardware, software and services that will help the District stay current with Technology in the administrative and instructional settings.
5. Interacts with department heads in the planning, selection and procurement of computer hardware, software and services to meet their computing requirements.
6. Maintains an awareness regarding technology that is/can be used in the classroom to enhance instruction and makes recommendations regarding usage, training and support.
7. Develops short and long range goals to meet the needs of the department and District which may correspond to strategic plans or initiatives.
8. Supervises Computer/Network Technicians as needed to support this function along with providing support for Network Operations.
9. Performs other duties consistent with the job function, and/or assigned by the Director of Computer Services.

Qualifications:

(Education, experience, skills, certification – whichever applicable)

- Associates/Bachelors degree in a Computer/Network related field—or—equivalent training, certification or experience.
- A minimum of five (5) years experience in the installation and repair of Intel based computers and related equipment used at TPS.
- Experience leading projects and resources to deploy computer technology, with additional consideration given to recent District initiatives.
- Possesses a firm knowledge of network electronics which includes Foundry, Cisco and 3Com.
- Possesses a firm knowledge of PC based operating systems and the hardware/software used in the District's administrative and instructional environments.
- Three years of technical supervisory experience is preferred.

*Based on the current position of
Operations Supervisor.*

Vacant, but will be posted.

Title: Internal Operations Coordinator

Class: 10

Reports to: Director of Computer Services
or Designee

Function:

To support the day-to-day operations of the department by, supervising clerical/technical staff; acting as a central point of contact for data processing and computing requests; involved in the procurement and inventory of computing parts, supplies and equipment; and validates the bills and invoices for voice and data services.

Duties:

1. Supervises assigned staff as required.
2. Oversees the help desk and evaluates processes to ensure quality customer service.
3. Assists with day-to-day operation of the Computer Room and works with the application staff to schedule work to meet the deadlines of Administrative and School processes.
4. Responsible for maintaining an adequate stock of

forms and supplies required for administrative and student related processes.

5. Communicates with end users and acts as a central point of contact for high severity issues that impact an entire program, department or school.
6. Works with other staff members to coordinate activities to meet the objectives of the department.
7. Reviews and makes recommendations to improve the efficiency and quality of internal department processes.
8. Develops new processes/procedures to improve the efficiency and quality of the departments billing and reporting functions.
9. Assists with Contracts, Purchase Orders and Invoices as needed.
10. Performs other duties consistent with the job function, and/or assigned by the Director of Computer Services.

Qualifications:

(Education, experience, skills, certification – whichever applicable)

- Associates/Bachelors degree in a Computer/Business related field—or—equivalent training, certification or experience.
- High level of expertise with Microsoft Office products which include, but not limited to Excel and Access.
- A working knowledge of the bid, contract, PO and invoicing process used by the District to comply with Board Policy and Ohio Revised Code.
- Must demonstrate excellent written, oral and organization skills.
- Must demonstrate the ability to provide a high level of customer service.
- Three years of supervisory experience is preferred.

Based on the current position of Systems Analyst/Programmer.

*Recommendation: Kathy Dunn
(Systems Analyst/Programmer)*

Title: Systems Specialist, Student Information

Class: 6

Reports to: Director of Computer Services
or Designee

Function:

Responsible for the design, development, integration and support of student systems required for District operations and initiatives. This includes support for new and existing systems.

Duties:

1. Directs project development personnel.
2. Involved in all facets of systems implementation and integration to meet or exceed all Department or District expectations and/or deadlines.
3. Develops and documents new applications per user specifications or requirements.
4. Provides workflow analysis to improve and enhance existing processes for new systems or applications.
5. Facilitates, develops and implements techniques to integrate various business and school functions.
6. Coordinates and communicates any changes in the methods of operation which are required as part of any application or system upgrade.
7. Ensures that best practices and department policies are followed with regard to program changes, source management and testing procedures in accordance with the State of Ohio Auditors office.
8. Establishes and maintains communication with other departments regarding the coordination of computerized processes or procedures.
9. Assists end users in the generation of printed reports and electronic downloads
10. Keeps informed of technology developments/trends and communicates their potential application to users and management.
11. Works with other staff members to coordinate activities to meet the objectives of the department.

12. Reviews and makes recommendations to improve the efficiency and quality of internal department processes.
13. Performs other duties consistent with the job function, and/or assigned by the Director of Computer Services.

Qualifications:

(Education, experience, skills, certification – whichever applicable)

- Associates/Bachelors degree in a Computer/MIS related field—or—equivalent training, certification or experience.
- A minimum of five (5) years experience in the development and/or integration of business/school related functions on mainframe or server based systems.
- Experience with TPS Student Systems and State/Federal reporting requirements
- Working knowledge of mainframe systems which include VM, VSE and CICS.
- Desirable skills include, Access, SQL, ODBC, C++, Java, Perl, ASP.net, XML, VBScript, CGI, Cobol and 5th generation languages.
- Willingness to learn new techniques, while providing ongoing support for legacy applications.
- Experienced with data import/export utilities and file transfer methods such as FTP.
- Thorough understanding of programming concepts, languages and best practices.
- Experienced in leading projects to deploy or integrate applications/systems.
- High level of expertise with Microsoft Office products.
- Must demonstrate excellent written, oral and organization skills.
- Must demonstrate the ability to provide a high level of customer service.

Based on the current position of Systems Analyst/Programmer.

Recommendation: Peggy Price

(Systems Analyst/Programmer)

Title: Systems Specialist, HR/Payroll

Class: 5

Reports to: Director of Computer Services
or Designee

Function:

Responsible for the design, development, integration and support of administrative systems required for District operations and initiatives. This includes support for new and existing systems.

Duties:

1. Directs project development personnel.
2. Involved in all facets of systems implementation and integration to meet or exceed all Department or District expectations and/or deadlines.
3. Develops and documents new applications per user specifications or requirements.
4. Provides workflow analysis to improve and enhance existing processes for new systems or applications.
5. Facilitates, develops and implements techniques to integrate various business and school functions.
6. Coordinates and communicates any changes in the methods of operation which are required as part of any application or system upgrade.
7. Ensures that best practices and department policies are followed with regard to program changes, source management and testing procedures in accordance with the State of Ohio Auditors office.
8. Establishes and maintains communication with other departments regarding the coordination of computerized processes or procedures.
9. Assists end users in the generation of printed reports and electronic downloads.
10. Keeps informed of technology developments/trends and communicates their potential application to users and management.
11. Works with other staff members to coordinate activities to meet the objectives of the department.

12. Reviews and makes recommendations to improve the efficiency and quality of internal department processes.
13. Performs other duties consistent with the job function, and/or assigned by the Director of Computer Services.

Qualifications:

(Education, experience, skills, certification – whichever applicable)

- Associates/Bachelors degree in a Computer/MIS related field—or—equivalent training, certification or experience.
- A minimum of five (5) years experience in the development and/or integration of business/school related functions on mainframe or server based systems.
- Experience with TPS Payroll/HR requirements which includes, TFT/TAAP/AFSCME Contract language.
- Working knowledge of mainframe systems which include VM, VSE and CICS.
- Desirable skills include, Access SQL, ODBC, C++, Java, Perl, ASP.net, XML, VBScript, CGI, Cobol and 5th generation languages.
- Willingness to learn new techniques, while providing ongoing support for legacy applications.
- Experienced with data import/export utilities and file transfer methods such as FTP.
- Thorough understanding of programming concepts, languages and best practices.
- Experienced in leading projects to deploy or integrate applications/systems.
- High level of expertise with Microsoft Office products.
- Must demonstrate excellent written, oral and organization skills.
- Must demonstrate the ability to provide a high level of customer service.

APPENDIX N-B

**Memorandum of Understanding
between
The Toledo Board of Education (Board)
and
Toledo Association of
Administrative Personnel
UAW Local 5242 (TAAP)**

RE: Restructuring the Office of
Compensatory Programs

In accordance with Article IV of the TAAP Agreement, the above mentioned parties have agreed to restructure the Office of Compensatory Programs as follows:

1. The position of Director, Compensatory Programs, will continue to direct all assigned State and Federal programs, as well as provide the district with information about State and Federal funding sources. This position will also oversee the larger grants, including but not limited to Title I, Title I School Improvement, Title II-A, Title II-D, and Title V. Additional duties now include being the primary contact with the Ohio Department of Education Office of Federal Programs, inputting all required information, including district and school improvement plans, on the state Comprehensive Continuous Improvement Plan (CCIP), and other duties as determined by the Chief Academic Officer.
2. Effective with the 2008-09 school year, the position of Title I Facilitator will become Grant Manager/Facilitator and will continue to report to the Director, Compensatory Programs. Additional duties will include the oversight of smaller grants in the district, such as title I-D, Title III LEP, Title IV Safe and Drug Free Schools, and Title I-C Migrant. This position will also oversee the work of the Title I Parent Partners as well as serve as a liaison for parent involvement activities funded through Title I. Martin Johnson will become the Grant Manager/Facilitator effective August 1, 2008.
3. Effective with the 2008-09 school year, the position of Title I Facilitator will become Grant Manager/Facilitator and will continue to report to the Director, Compensatory Programs. Additional duties will include the oversight of all non public contacts, including NS3 reporting, as well as non public budget oversight in all grants. This position

will also be responsible for the annual Comparability Report. Scott TenEyck will become the Grant Manager Facilitator effective August 1, 2008.

4. The parties have agreed that the position of NCLB Facilitator will continue with the current job description and duties.

TOLEDO PUBLIC SCHOOLS JOB DESCRIPTION

DIVISION: School Improvement:
Planning, Implementation & Evaluation

CLASSIFICATION: 1

TITLE: Director, Compensatory Programs

WORK CALENDAR: 46 wks/232 days

REPORTS TO: Chief Academic Officer

BARGAINING UNIT: TAAP

FUNCTION:

Directs all assigned State and Federal programs, assists in the development of State and Federal proposals, provides district with information about State and Federal funding sources.

DUTIES:

- Plans, implements, and monitors all assigned State and Federally funded programs.
- Develops, monitors, and revises budgets and maintains inventory of all assigned State and Federally funded programs.
- Provides funding sources with all required program reports.
- Insures that all assigned State and Federal programs adhere to guidelines and timelines established by the funding source and meet or exceed performance requirements established in the approved application.
- Insures that all district proposals for State and Federal funding address district priorities and are written in a professional manner.
- Investigates State and Federal programming and funding that may be utilized by the school district to address established priorities.
- Performs other duties relative to this position as assigned by the Chief Academic Officer.

Qualifications:

(Education, Experience Priorities, Skills, Certification – whichever applicable)

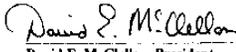
- Superintendent, Supervisor in Area, Principal, or Education Administrative Specialist licensure
- Administrative experience and knowledge of State and Federal program requirements preferred.



Carol Thomas, Executive Director
Human Resources

7/16/08

Date



David E. McClellan, President,
Toledo Association of Administrative Personnel

7-16-08

Date

**TOLEDO PUBLIC SCHOOLS
JOB DESCRIPTION**

DIVISION: School Improvement:
Planning, Implementation & Evaluation

CLASSIFICATION: VI

TITLE: Grant Manager/Facilitator
of Federal Programs

WORK CALENDAR: 42 wks/212 days

REPORTS TO: Director of Compensatory Programs

BARGAINING UNIT: TAAP

FUNCTION:

Implement and monitor all federal Title I rules and regulations, collect student data for evaluating and reporting, assist in the budgeting process, and assume responsibility for all area Federal Programs paper work. In addition, to increase Parental involvement in the educational process, consistent with federal program guidelines.

DUTIES:

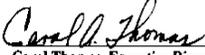
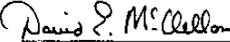
- Oversight of smaller grants in the district as assigned by Director of Compensatory Programs.
- Facilitate compliance requirements for HQT reports in Title I buildings.
- Work cooperatively with the Testing and Evaluation Departments in carrying out Title I requirements.
- Assist in the planning and implementing the required Title I parent involvement activities for the Title I schools. Direct, assist, supervise, and evaluate the assigned Parent Partners.

- Utilize available school test data, targeting deficient, specific subject-area skills for intensive staff inservice for improvement.
- Coordinate and facilitate Title I before and after school activities including extended school year programs.
- Performs other duties relative to this position as assigned by the Director of Compensatory Programs.

Qualifications:

(Education, Experience Priorities, Skills, Certification – whichever applicable)

- Principal or Administrative certificate
- Administrative experience and knowledge of State and Federal program requirements preferred.
- Computer competency preferred.

 Carol Thomas, Executive Director Human Resources	<u>7/16/08</u> Date
 David E. McClellan, President, Toledo Association of Administrative Personnel	<u>7-16-08</u> Date

**TOLEDO PUBLIC SCHOOLS
JOB DESCRIPTION**

DIVISION: School Improvement:
Planning, Implementation & Evaluation

CLASSIFICATION: VI

TITLE: Title I NCLB Facilitator

WORK CALENDAR: 42 wks/212 days

REPORTS TO: Director of Compensatory Programs

BARGAINING UNIT: TAAP

FUNCTION:

Implement the elements of the No Child Left Behind Act of 2001 (NCLB), Choice, Supplemental Services, and other sanctions pertaining to the School Improvement process. To increase parental involvement in the educational process consistent with Title I guidelines.

DUTIES:

- Works in conjunction with the Director of Compensatory Programs to insure the No Child Left Behind Act of 2001 is implemented and monitored.

- Insures the collection of data and arranges for school choice as required by NCLB.
- Prepares budgets, revisions and takes care of contracts for supplemental service providers and payment to parents for transportation for Choice.
- Insures that the NCLB guidelines and timelines are followed.
- Perform other duties relative to this position as assigned by the Director of Compensatory Programs.

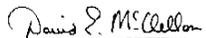
Qualifications:

(Education, Experience Priorities, Skills, Certification – whichever applicable)

- Principal or Administrative certificate.
- Administrative experience and knowledge of Federal & State program requirements preferred.
- Computer competency preferred.


Carol Thomas, Executive Director
Human Resources

7/16/08
Date


David E. McClellan, President,
Toledo Association of Administrative Personnel

7-16-08
Date

APPENDIX N-C

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE TOLEDO BOARD OF EDUCATION (BOARD)
AND
THE TOLEDO ASSOCIATION OF
ADMINISTRATIVE PERSONNEL
(TAAP UAW LOCAL 5242)

RE: Reorganization of the Curriculum Division

In accordance with Article IV-B-3 of the TAAP Agreement the above mentioned parties have agreed to the following Reorganization of the Curriculum Division:

1. The position of Director Science and Telecommunity Education will be changed as follows:
 - a. The title will become: Director of Science, Health, PE, and Wellness
 - b. Job Duties #8 and 9 will be deleted and replaced with a new #8 and 9 which will read as follows:
 8. Supervises the district health and physical education programming including meeting with department chairpersons, and evaluating, as well as, scheduling elementary P.E. specialists effective 8-01-10.
 9. Coordinates district wellness programs
 - c. The Director of Science, Health, PE, and Wellness will be funded by the General Fund.
 - d. The Qualifications for the Director of Science, Health, PE, and Wellness will be changed to read:

Qualifications

Successful experience as a classroom teacher at the secondary level with science certification required and a masters' degree in science preferred.

Appropriate administrative certification or commitment to attain certification within two years of appointment

Skills in written and verbal communication.
2. The position of: Director of Social Studies and Foreign Language will be created as a General Fund position, as follows:
 - a. TAAP will be involved in developing the job

description: Function; Duties; and Qualifications

3. The position of Director, Technology and Library/Media Services will be changed as follows:

a. The title will become: Director, Instructional Technology and Instructional Support and the Classification will be moved to Class 2.

b. The Job Duties will read as follows:

1. Coordinates the development of the district's Instructional Technology Plan and implements the plan. Coordinates the installation of equipment and software with the appropriate business division personnel.
2. Conducts research in evolving instructional technology. Researches and evaluates hardware and software for use in the classroom.
3. Ensures that all adopted instructional technology supports district goals and curriculum.
4. Develops and implements training and staff development offerings in line with instructional technology.
5. Assists with computer programs used to evaluate and target instruction and measure student mastery.
6. Coordinates library media services and meets with the Library Media Specialists on a regular basis.
7. Supervises the Educational Technology Resource Teachers.
8. Assists with the ACE tutoring program.

c. The Qualifications for the Director, Instructional Technology and Instructional Support will be changed to read:

Qualifications:

Successful experience as a classroom teacher
Extensive knowledge of computers and educational technology. This experience should include knowledge of hardware such as: Smart Boards; projection systems; interactive devices; and, software programs such as Excel, Publisher, and CCC.

Skills in written communication and budget management

- Administrative certification, or will receive certification within two (2) years of appointment
- d. The Director, Mathematics and Gifted Education will be funded by the General Fund
4. The position of Director, Mathematics and Gifted Education will be changed as follows:
- a. the title will become: Director, Mathematics and Gifted Education
- b. Job Duty #9 will be deleted and replaced with a new #9 which will read as follows:
9. Supervises the gifted program for district students, as well as, advanced placement programs, dual credit programs and other initiatives directed toward gifted students.
- c. the Qualifications for the Director, Mathematics and Gifted Education will be changed to read:
- Qualifications:
Successful experience as a classroom teacher at the secondary level with mathematics certification required and a masters' degree in mathematics preferred
Appropriate administrative certification or commitment to attain certification within two (2) years of appointment
Skills in written and verbal communication
- d. The Director, Mathematics and Gifted Education will be funded by the General Fund
5. The position of Director, Language Arts and Reading will be changed as follows:
- a. The title will become: Director Language Arts and ESL
- b. The Qualification for the Director, Language Arts and ESL will be changed to read:
- Qualifications:
Successful experience as a classroom teacher at the secondary level with English/Language Arts certification required and a masters' degree in English/Language Arts preferred
Appropriate administrative certification or commitment to attain certification within two (2) years of appointment
Skills in written and verbal communication

6. The following supplemental contracts will sunset:

Supplemental Contract	Amount	Sunset Date
Coordinator, Direct Instruction / Success for All	\$6,000	July 1, 2009
Director, Alternate Schools Physical Education Specialists Scheduling	\$1,900	August 1, 2008
English as a Second Language (ESL)	\$3,000	August 1, 2008
	\$6,000	August 1, 2008

7. The Office of Research, Data Analysis and EMIS will become the Office of Accountability, Assessment, and Research. The Director of EMIS will report to the Director of Accountability, Assessment, and Research. Paul E. Schroeder, #307892, Coordinator, Testing, Class 5 will have his job title changed to Director, Testing, his Classification will move to Class 3, and he will report to the Director of Accountability, Assessment, and Research.

The Chief Academic Officer will make every effort to fund a Data Manager position out of current grant funds.

APPENDIX N-D

APPROVED INDIVIDUAL MATRIX REVIEW REQUESTS

1. Kevin E. McCann #227564, Director, Career Technology, Class 3 will be moved to Class 2. In addition Kevin E. McCann will be paid on a one time basis three thousand dollars (\$3,000) as a Dual Director.
2. Brian A. Murphy #249134, Director, Pupil Placement Services, Class 3 will be moved to Class 2. In addition Brian A. Murphy will receive the supplemental contract for Homeless Coordinator (\$3,400).
3. Charlotte M. Cosart #066941, Case Manager, Class 4 will be moved to Class 3.
4. Cathrine L. Giles #121615, Foreman, Duplication and Mailroom, Class 8 will be moved to Class 7 and her title will be changed to Supervisor, Duplication and Mailroom.
5. Edward J. Sulier, Jr. #340689, Foreman, Carpentry will continue to receive the supplemental contract as Foreman In Charge (\$5,000).

6. The following Executive Secretaries will be moved from Class 13 to Class 11:

Herma Drake	Executive Secretary	Chief of Staff
Joanne Keatley	Executive Secretary	Secondary Education
Lucinda Palmer	Executive Secretary	Elementary Education
Diane Mettler	Executive Secretary	Elementary Education
Kathleen M. Salwiesz	Executive Secretary	Chief Academic Office
Karen Ryan	Executive Secretary	Human Resources
Michele Brown	Executive Secretary	Chief Business

Placement of individuals from Class 13 to Class 11 will be made by moving them to the next dollar amount.

7. A one thousand five hundred dollar (\$1,500) supplemental contract will be paid to an Executive Secretary who is required to attend Board Committee Meetings and complete Minutes of the Meeting.
8. Gretchen E. Bueter #088196, Principal, Grove

Patterson Academy, Class 5 will be paid five (5) days extended time at her daily rate to cover Grove Patterson Academy's extended school year.

9. The Elementary Counselor assigned to the Grove Patterson Academy will receive Guidance Director pay.
10. One (1) day of personal leave will be reinstated to Lori Reffert.
11. Middle School and High School Principals will have the ability to request that Counselors assigned to their schools be granted two (2) days of extended time during July and/or August to assist in enrolling students, subject to the approval of the Assistant Superintendent for Secondary Schools.
12. Michael Couturier #060185, Director, Employee Benefits, Class 3 will be moved to Class 1.

APPENDIX N-E
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE TOLEDO BOARD OF EDUCATION (BOARD)
AND
THE TOLEDO ASSOCIATION OF
ADMINISTRATIVE PERSONNEL
(TAAP UAW LOCAL 5242)

RE: Reorganization of the Treasurer's Division

In accordance with Article IV-B-3 of the TAAP Agreement the above mentioned parties have agreed to the following Reorganization of the Treasurer's Division:

1. Jeff R. Schroeder #307746, Director, General Accounting Operations, Class 2, will become Director, Accounting and Finance, Class 1, Level 4 and will report to the Treasurer.
2. The supplemental contract for Assistant to the Treasurer of five thousand dollars (\$5,000) currently received by Jeff R. Schroeder will be reduced as follows: August 1, 2008, one thousand four hundred fifty-seven dollars (\$1,457).
3. Richard A. Ferner #101998, Senior Accountant, will report to the Director, Accounting and Finance.
4. Susan M. Shasteen #313731, Director, Employee Payroll Services, Heather Broyles #037968, Assistant Director, Employee Payroll Services, and Cyd Heringhauser #124831, Assistant Director, Employee Payroll Services will each receive on August 1, 2008, a one-time only payment of one thousand five hundred dollars (\$1,500) for the start-up of the withholding account activity.
5. The job description for the position of Director, Office of Management and Budget has been revised (see attachment).
6. Matthew J. Cleland #454348, Director, Fiscal Compliance, Class 2, will be appointed to the position of Director, Office of Management and Budget, Class 1, effective July 7, 2008.
7. Sharon K. Ramirez #472849, Strategic Facilities Manager, Class 5 will be appointed to Director, Fiscal Compliance, Class 2, effective July 7, 2008.
8. The Strategic Facilities Manager, Class 5 vacant

Middle School Office, Class 13, will be appointed to the position of Coordinator, Risk Management and Legal Services, Class 7, effective July 7, 2008.

18. Alvin B. Stephens, II #334719, Supervisor, Auxiliary Services Program, Alternative Schools, Class 3 will be redeployed to the position of Coordinator, Certification and Contracting, Class 7 (see redeployment agreement).

GENERAL UNDERSTANDINGS

1. The Educational Incentive Pay (Degrees) currently received by matrix persons in the Treasurer's Division will be grandfathered.
2. Matrix persons effected by this reorganization will be placed on the Matrix at their new Matrix Classification in such a way as not to lose salary, including supplemental(s).

APPENDIX O

TAAP LEADERSHIP MODEL AGREEMENTS

TAAP and the Administration acknowledge that the following components of the TAAP Leadership Model have been reviewed and agreed to:

1. Urban Leadership Development Program (ULDP)
 - A. Establishment of the ULDP
 - B. Extending the ULDP
 - C. Establishing a Potential Administrator Talent Pool
 - D. Assignment of ULDP Mentors/Mentoring Incentives
 - E. ULDP Mentor Position Application Form
 - F. ULDP Mentor Job Description
 - G. ULDP Mentor Position Selection Process
 - H. Responsibilities of the ULDP Selectee
2. Matrix Selection Process
 - A. The Leadership Profile
 - B. Job Interview
 - C. Interview Panel
 - D. Interview Procedure
 - E. Total Points
 - F. Recommendation
3. Peer Mentor Program
 - A. Peer Mentor Requirements
 - B. Peer Mentor Review Panel
 - C. Assessment and Recommendations
4. The Leadership Assessment
 - A. Definition of Terms
 1. Administrator
 2. Provisional
 3. Non-Provisional
 4. Conference/Observations
 5. Ratings
 - F. Recommendations
 1. Continuation in the present position
 2. Encouraged to seek promotion
 3. Encouraged to request reassignment
 4. Continuation in the provisional program for a third year
 5. Referral to the Intervention Program
 - a. Retention in the Intervention Program
 - b. Removal from the Intervention Program

6. Recommendation for a program of further professional growth
7. Non-renewal of matrix contract
8. Immediate termination
- G. Length of Contract
 1. One (1) Year Contracts
 2. Two (2) Year Contracts
 3. Three (3) Year Contracts
 4. Four (4) Year Contracts
- H. Meaning of Signatures
- I. Second Level Reviews
- J. Implementation Dates and Procedures
- M. Provisional Matrix Persons
- N. Provisional/Non-Provisional Matrix Evaluation Review Board
5. The Intervention Program
 - A. Intervention Review Panel
 - B. Intervention Assignment
 - C. Assessment and Recommendations
 - D. School Intervention Team
6. Recruitment/Retention Leadership Incentive Program
 - A. Purpose
 - B. Incentives
 - C. Commitment
 - D. Recruitment/Retention Leadership Incentive Review Board

The remainder of the TAAP Leadership Model will be reviewed and revised by a joint TAAP/Management Team for the purpose of:

- developing, inservicing, and implementing new Leadership Assessment Instrument(s)
- developing, inservicing, and implementing an Outcome Based Leadership Incentive Program

The joint TAAP/Management Team will consist of:

- the TAAP President and three (3) TAAP Representatives
- the Executive Assistant to the Superintendent for Human Resources
- two (2) Superintendent designees

The current Leadership Assessment Instruments will remain in place for the 2008-2009 school year.

The new Leadership Assessment Instrument(s) will become operational with an inservice in February 2009

for the 2009-2010 school year. In addition the Outcome Based Leadership Incentive Program will allow a matrix person to earn Outcome Based Incentives equal to five percent (5%), ten percent (10%), or fifteen percent (15%) of his/her salary provided he/she successfully completes the agreed to outcome(s). This Program will become operational and available to all matrix persons.

Outcome Based Incentives will be determined by goals/objectives that are aligned to student academic achievement; or, improved delivery of services to schools as objectively measured.

7. RECRUITMENT/RETENTION LEADERSHIP INCENTIVE PROGRAM

A. Purpose

The purpose of the Recruitment/Retention Leadership Incentive Program is to provide the financial incentives necessary to attract the most viable candidates for positions in the Toledo Public Schools and retain them.

B. Incentives

1. Up to twenty thousand dollars (\$20,000) annually in additional compensation.
2. A guaranteed four (4) year contract.
3. Exemption from bumping while in the assignment pursuant to the Recruitment/Retention Leadership Incentive Program

C. Commitment

Once the person accepts the assignment from the Superintendent, he/she must remain in that assignment for four (4) consecutive years.

D. Recruitment/Retention Leadership Incentive Review Board

1. The Recruitment/Retention Leadership Incentive Program Review Board shall consist of the following:
the Superintendent
the TAAP President
2. The Recruitment/Retention Leadership Incentive Review Board shall have the power to determine a financial recruitment/retention incentive up to twenty thousand dollars (\$20,000) per year, above the normal salary range for the position being advertised in order to provide incentive for people to actively seek the position.

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNIVERSITY OF TOLEDO (UT)
AND
THE TOLEDO PUBLIC SCHOOLS (TPS)
AND
THE TOLEDO ASSOCIATION OF
ADMINISTRATIVE PERSONNEL
UAW LOCAL 5242 (TAAP)

RE: The Continuation of an Urban Leadership
Development Program through a
Learning Partnership

URBAN LEADERSHIP DEVELOPMENT PROGRAM

The parties agree to the continuation of an Urban Leadership Development Program which shall consist of the three (3) phases defined as follows:

I. Identifying and Training Future Urban Leaders

This two (2) year program will lead to a Master's of Education, or a Specialist in Educational Administrative and Supervision concentrating in Urban Leadership Skills. In addition, individuals completing the master's, or specialist program will then enroll in the necessary course work and field experience to complete licensure as a building administrator.

a. Criteria for Selection

1. The criteria for selection will be established by the Urban Leadership Development Program Board of Trustees to include the following:
 - a Principal Candidate Identification Tool Response Form, as developed by Barb Bleyart, Ed.D. to be utilized by Principals to identify potential ULDP candidates
 - five (5) years of successful teaching under a standard contract and certificate
 - successful completion of a background check by the Human Resource Office
 - compliance with the University of Toledo Graduate School Entrance requirements.
2. Individuals nominated, as well as, other interested individuals will be invited to a general information meeting. At the general information meeting the Urban Leadership Development Program will be explained and the necessary application materials required for full admission to the program will be distributed.
3. Those individuals who meet the initial qualifica-

tions (see #1 above) will be invited to participate in selected group process activities, as defined by the Urban Leadership Development Program Trustees.

4. The Urban Leadership Development Program Board of Trustees will select a maximum of twenty-five (25) individuals to participate in the Urban Leadership Development Program.

II. Mentoring the ULDP Cohort Members

A cohort, up to five (5) experienced administrator will be selected to mentor five (5) individuals selected to participate in the Urban Leadership Development Program.

a. Purpose

Partnering urban administrative aspirants with practicing administrators in an interactive problem-based environment will allow the participants to understand the potency of collaboration and professional collegiality in their efforts to continuously improve urban schools.

b. Selection Process

The Urban Leadership Development Program Board of Trustees will select the ULDP Cohort Mentors.

c. Mentoring Incentives

1. Each mentor will be paid five thousand dollars (\$5,000) for mentoring a team of five (5) ULDP cohort members.
2. The ULDP Mentor will be required to take three (3) course offerings, tuition free, with his/her ULDP cohort team.
3. The University of Toledo will support the development of a core of clinical faculty from the ULDP mentors and other qualified professionals.

III. Empowering Current Urban Leaders

This certificate program will allow current building administrators to renew their certificates and/or attain licensure, work toward advanced degrees and acquire the specific school improvement skills necessary to excel in the urban setting.

a. Purpose

1. Each school building administrator will be required to take specific offerings to acquire the knowledge and skill base unique to the urban setting in the Toledo Public Schools.
2. Upon successful completion of these courses the

certificates of each building administrator will include the designation of urban leadership training.

3. All off-campus offerings will be tuition free to participants.
4. Specific offerings will be scheduled during the matrix person's regular work day and regular work year during the time that students and teachers are not in the building. These offerings will count as fulfillment of the matrix person's calendar and the time will not be made up.

THE URBAN LEADERSHIP DEVELOPMENT PROGRAM BOARD OF TRUSTEES

The Urban Leadership Development Program shall be governed by the Urban Leadership Development Program Board of Trustees utilizing a consensus model based on a set of operating values adopted by the ULDP Trustees

The Urban Leadership Development Program Board of Trustees shall consist of the following:

Four (4) Representatives of the University of Toledo

Four (4) Representatives of the Toledo Public Schools

Four (4) Representatives of the Toledo Association of Administrative Personnel UAW Local 5242

Chairmanship of the Urban Leadership Development Program Board of Trustees shall be rotated between UT, TAAP, and T.P.S., with UT having the chairmanship during the first (1st) year.

THE URBAN LEADERSHIP DEVELOPMENT PROGRAM BOARD OF TRUSTEES EMPOWERMENT

The Urban Leadership Development Program Board of Trustees shall be empowered to:

1. Establish the selection criteria for ULDP applicants (mentees) and mentors.
2. Select the ULDP cohort (mentees) maintaining the ULDP commitment to diversity and select ULDP mentors from the applicants currently serving in a matrix administrative capacity.
3. Establish the ULDP Trustee meeting dates, times, and locations.
4. Maintain the collaboration and input of the Uni-

versity of Toledo College of Business while exploring the inclusion of other University of Toledo Colleges.

5. Review and approve the content of course offerings recognizing the characteristics of the Toledo Public Schools and the challenges faced by T.P.S. administrators while at the same time exposing the ULDP Cohort to best practices and research on the national level.
6. Collaboratively identify, recommend, and approve instructors to the University of Toledo utilizing where appropriate T.P.S. personnel as instructors or participating in University training.
7. Activate a recruiting plan that results in a diverse cohort of administrative candidates.
8. Explore ways to expand the ULDP cohort to other districts.
9. Consider other T.P.S. administrative needs (i.e. curriculum directors, business directors, special education matrix persons etc.); but, understanding the primary training and field experience will be in building level positions and ULDP cohort members will be expected to serve an acting assignment in a building.
10. Develop and implement three (3) ULDP cohort evaluation windows: at the conclusion of year one; after ULDP cohort members have participated in acting assignments; and, at the end of any academic course.
11. Remove a ULDP cohort member from the program. This decision by ULDP Board plurality vote based on, but not limited to:
 - attendance and timelines
 - University class performance
 - payment of all fees and fines on a timely basis
 - difficult or negative evaluations in acting assignment
 - any other good and/or just cause
12. Engage in an ongoing assessment of the Urban Leadership Development Program.

URBAN LEADERSHIP KNOWLEDGE AND SKILL BASE

The following themes will serve as the core knowledge and skill base of the Urban Leadership Development Program:

- Multi-Cultural Diversity
- Team Building – Collaboration
- Action Based Research
- Conflict and Dispute Resolution
- Practical Expertise in Special Education Problems

These core concepts will be key themes included where applicable in the performance-based licensure program which has the following competency areas established for beginning administrators:

- Facilitating the Vision
- School Culture and Instructional Program
- Managing the Organization
- Collaboration and Community Engagement
- Ethics and Integrity
- Understanding Publics

All courses developed for the program will meet the Interstate School Leaders Consortium Standards (ISSLC) and all other accreditation standards for the department.

BEGINNING ADMINISTRATOR INSTITUTE FOR ULDP COHORT MEMBERS

In addition to the duties assigned to the ULDP Cohort Mentors by job description the mentors will be responsible for establishing a Beginning Administrator Institute for ULDP cohort members. The Institute will meet quarterly for one (1) year, three (3) hours per session. Attendance would be mandatory. The Institute will address T.P.S. related issues not necessarily covered in the standard university offering. Topics would be suggested by the ULDP Board of Trustees. Topics could include; but, not necessarily be limited to:

- T.P.S. curriculum initiatives from the viewpoint of the administrator
- T.P.S. personnel policies and practices
- Pupil personnel issues
- T.P.S. discipline procedures; staff, and students
- Transitioning from teacher to administrator
- multicultural diversity training/issues
- social justice issues
- additional collaboration training

The institute would also serve as a sounding board for ULDP cohort members explaining and/or clarifying ULDP cohort member responsibilities, protocols, and obligations.

**URBAN LEADERSHIP DEVELOPMENT
PROGRAM COORDINATOR**

The ULDP Board of Trustees will hire one (1) retiree to serve as the Coordinator of the Urban Leadership Development Program. It shall be the purpose of this coordinator to serve as a liaison between the ULDP Trustees and the ULDP Cohort, between the ULDP Cohort and the University, and between the ULDP Cohort and the ULDP Trustees. In addition the ULDP Trustees will be responsible for:

1. Establishing a job description.
2. Conducting, interviewing and hiring a candidate.
3. The pay for the Coordinator shall be twenty thousand dollars (\$20,000) per year financed as follows:
 - University of Toledo \$ 3,000
 - TAAP UAW Local 5242 \$ 7,000
 - T.P.S. \$10,000

**FINANCING THE URBAN LEADERSHIP
DEVELOPMENT PROGRAM**

1. T.P.S. agrees to establish a line item of
 - \$100,000 for 2008 – 2009
 - \$150,000 for 2009 – 2010
 - \$150,000 for 2010 – 2011out of Title monies. It is further understood that monies will continue to be budgeted beyond 2011 in anticipation of a sixth (6th) cohort.
2. It is further understood that the ULDP Trustees are authorized to seek and secure additional funding (through grants) to off-set the costs of the ULDP.

**ADJUSTING THIS MEMORANDUM
OF UNDERSTANDING**

1. It is understood that this agreement can be adjusted as needed by the ULDP Board of Trustees acting in consensus.

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Toledo Public Schools



STATE OF OHIO
EMPLOYMENT RELATIONS BOARD

2009 MAY 22 AM 11:08

Thurgood Marshall Building

429 E. Manhattan Blvd.

Toledo, Ohio 43608

419-671-8231

419-671-8046 Fax

carl.thomas@tpsc.org

Human Resources

Carol A. Thomas
Executive Assistant To
The Superintendent of
Human Resources

May 21, 2009

State of Ohio
State Employment Relations Board
65 East State Street 12th Floor
Columbus, OH 43215-4213

RE: Contract Books for TPS Teachers and Administrators

Per Rule 4117-9-07 of the Ohio Administrative Code, enclosed are copies of the Toledo Public Schools 2008-2010 Collective Bargaining Agreements with the Toledo Federation of Teachers and the Toledo Association of Administrative Personnel. These contracts were just received from the printers last week and at this time we do not have them electronically.

Currently at the printers are the CBAs for the classified staff, para-professional staff and the substitute teachers. As soon as I have these books I will send them to you.

If you need additional information please contact me at 419-671-8231.

Sincerely,

A handwritten signature in cursive script that reads "Carol A. Thomas".

Carol A. Thomas

Enclosures (2)

cc: John Foley, Superintendent

The Power Of Learning

An Equal Opportunity Employer

07-MED-12-1250
K24506
1432-02

STATE EMPLOYMENT
RELATIONS BOARD

TENTATIVE AGREEMENT
BETWEEN AND AMONG

2010 SEP 10 P 2: 33

THE BOARD OF EDUCATION OF THE TOLEDO CITY SCHOOL DISTRICT,
SUPERINTENDENT, TREASURER, CABINET, EXPANDED CABINET, TOLEDO
ASSOCIATION OF ADMINISTRATIVE PERSONNEL UAW LOCAL 5242 ON BEHALF OF
THE BARGAINING UNIT REPRESENTED BY IT (TAAP)

1. Based upon its application to employees of the Board of Education of the Toledo City School District, including, without limitation the Superintendent, Treasurer, Cabinet, Expanded Cabinet, Part-time, Seasonal and all Members of all Bargaining Units represented by the Unions listed above, all parties hereto agree to a one percent (1%) reduction on all income including, but not limited to, base salary and/or wages, hourly rates, supplemental contract compensation, longevity pay, and overtime effective for the contract year of each employee commencing on or after July 1, 2010 through the last day of service of the employee for that contract year.

2. The one percent (1%) reduction in paragraph 1 above will not apply to severance calculations.

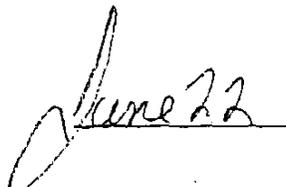
3. All parties further agree to the following modifications of benefits under the School District's health insurance program as agreed upon at the March 23, 2010 special insurance committee meeting:

- a. All 90-day prescriptions and maintenance drugs must be filled through mail order with only one (1) co-pay. (See ¶e below)
- b. Maintenance drugs (30 day supply only) at retail on the 4th fill and thereafter, will cost the employee/dependent two (2) co-pays to fill. No 90-day prescriptions can be filled at retail.
- c. Because of the shift to mail order, TPS rebates will increase. TPS receives rebates of \$4.50 per script retail and \$13.75 per script mail order.
- d. If the physician proscribes a specific drug (DAW) and the employee/dependent asks for a different, higher priced brand name drug at the pharmacy, the employee/dependent must pay the difference in cost.

- e. The RX Plan at retail for up to a 30-day supply will be: \$5.00 for generic drugs (was \$3.00); \$25.00 for Formulary Brand (was 20% up to \$20 maximum); and \$40 for Non-Formulary Brand drugs (was \$25.00).
- f. The Office Visit Co-pay will increase from \$10 to \$15 per visit.
- g. The cost of an emergency room visit will increase from \$50 to \$100 unless admitted to the hospital.

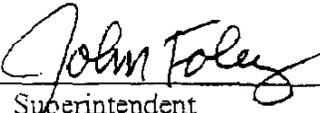
4. In consideration of the agreements set forth in paragraphs 1 through 3 above, the Board of Education of the Toledo City School District and each of the Union parties to this agreement, acting on behalf of all of the bargaining units which they represent, agree that the contracts currently in effect between the Board and the respective Unions, as each of those contracts may be modified in currently pending negotiations, shall be extended through the end of Fiscal Year 2010-11 (June 30, 2011); provided that those contract extensions are expressly contingent upon the ability of the President of the Board, the Superintendent of Schools and the Treasurer of the Board to make the certifications required of them by Section 5705.412 of the Ohio Revised Code with respect to each of the agreements executed to evidence the extensions.

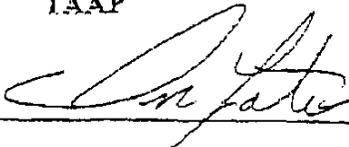
5. For the duration of the extension referred to in paragraph 4 above and in further consideration of the agreements set forth in paragraphs 1 through 3 above, the Board of Education of the Toledo City School District agrees to hold each of the Union parties hereto and all of the bargaining units which they represent harmless from further layoffs, cuts, or reductions for general fund positions that were not agreed to prior to the date of this agreement except as may become necessary by reason of unanticipated additional budget deficits that cannot otherwise be resolved and/or by order or direction of a court, agency, or other tribunal having authority to so order or direct.

 June 22, 2010.

Board of Education
Toledo City School District

TAAP

By: 
Superintendent

By: 

By: 
Treasurer

1432-02
07-MED-12-1250
K24506

N

STATE EMPLOYMENT
RELATIONS BOARD

TENTATIVE AGREEMENT
BETWEEN AND AMONG

2010 SEP 10 P 2:33

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SUPERINTENDENT, TREASURER, CABINET, EXPANDED CABINET, TOLEDO
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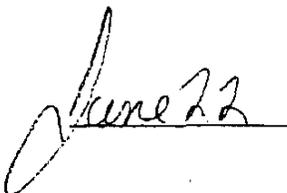
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 June 22, 2010.

Board of Education
Toledo City School District

TAAP

By: John Foley
Superintendent

By: [Signature]

By: [Signature]
Treasurer