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# MASTER AGREEMENT

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between

THE TORONTO CITY SCHOOL DISTRICT  
BOARD OF EDUCATION

and

THE TORONTO EDUCATION ASSOCIATION

**May 15, 2011 to August 31, 2011**  
**and**  
**September 1, 2011 to August 31, 2014**

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# **COLLECTIVE BARGAINING AGREEMENT**

## **AGREEMENT**

This Agreement entered into at Toronto, Ohio the fifteenth day of May, 2011, is between the Board of Education of the Toronto City School District (hereinafter referred to as the "Board") and the Toronto Education Association (hereinafter referred to as the "Association").

## ARTICLE I – RECOGNITION

The Toronto Board of Education, hereinafter “Board”, “Employer” or “District” hereby recognizes the Toronto Education Association OEA/NEA – Local, hereinafter the “Association”/”Union” as sole and exclusive bargaining representative, for the purposes of, and as defined in Chapter 4117 Ohio Revised Code, for all full-time and regular part-time personnel employed under written contract, including teachers on leave, and hourly employees, in the positions of classroom teacher (Pre-K – 12, special and vocational), guidance counselor, librarian, media and program specialist, school psychologist, school nurse, department head, visiting teacher, L.D. tutor, speech and language pathologist, intervention teacher, substitutes who work sixty (60) consecutive days in the same position, or any other similar newly-created position. The Union recognizes that the Superintendent, Assistant Superintendent, Principals, Assistant Principals, Administrative Assistants, Supervisors, Business Managers, home tutors, students, auxiliary service personnel and non-certificated personnel shall be excluded from the bargaining unit and any other supervisory management level or confidential employees as defined in §4117.01 of the Ohio Revised Code.

## ARTICLE II – RIGHTS

### A. BOARD OF EDUCATION RIGHTS

Except as agreed and limited by the specific and express language of this collective bargaining agreement, the Board hereby retains and reserves all rights and responsibilities conferred upon and vested in it and/or the Superintendent by the laws and Constitution of the State of Ohio, and of the United States, to determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the Board, standards of services, its overall budget, utilization of technology and organization structure; direct, supervise, evaluate and hire employees; maintain and improve the efficiency and effectiveness of school operations; determine the overall methods, process, means or personnel by which school operations are to be conducted; suspend, discipline, demote or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees; determine the adequacy of the work force; determine the overall mission of the school district as an educational unit; effectively manage the work force; take actions to carry out the missions of the school district. The Board is not required to bargain on subjects reserved to the management and direction of the school district except as affect wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of a provision of this Agreement.

### B. ASSOCIATION RIGHTS

The Association shall have the exclusive organizational rights listed in this Article.

1. Information Concerning Board Meetings

a. Prior to each regular or special Board meeting, the Board shall provide the Association with a copy of:

- (1) the Board agenda;
- (2) the minutes of the prior regular meeting and of any special meeting within the prior thirty (30) days;
- (3) any budget or appropriation resolution;
- (4) complete December treasurer's report.

b. Notice of Board Meeting

The Board shall give the Association reasonable advance notice of all regular and special Board meetings.

c. Board Meeting Participants

Upon notice by noon on the day of the Board meeting, the Board shall allow an Association representative a reasonable period of time to speak during the time reserved for public discussion at regular Board meetings.

2. Directory Information

By November 1st of each school year, the Board shall provide the Association with a list of the names, addresses, telephone numbers, and building assignments for all bargaining unit employees.

3. School Mail

The Association has the right to use the regular school mailboxes and internal mail system.

4. Bulletin Boards

The Association may use reasonable bulletin board space designated by each building principal in school offices and teachers' lounges for Association-related communication and notices.

5. Teacher Orientation

The Board shall allow the Association President or his designee to address new teachers for a reasonable period of time during orientation meetings.

6. Use of School Buildings

- a. With the building principal's approval, the Association shall have the right to use at no charge, except as provided in (c) below, the school building for Association meetings after the teacher work day when the building is not in use for school purposes.
- b. The Association will give the building principal reasonable advance notice of its desire to use a particular building for a meeting so that provision may be made for appropriate custodial or security service. The Association will schedule its meetings to avoid conflict with school activities or previously scheduled meetings or events.
- c. The Board will charge the Association only for custodial overtime costs, if any, incurred as a direct result of Association meetings.

7. Use of School Equipment

- a. With the principal's approval and consistent with paragraph 8, the Association may use school telephones, typewriters, ditto machines, mimeograph machines, copiers, audio-visual equipment, and computers provided they are not being used or are not required for any school business or activity.
- b. The Association will provide their own supplies and shall promptly pay for any equipment damage caused by Association use and all long distance calls and any tax attributable to the Association's long distance calls.

8. Transaction of Association Business

Duly authorized representatives of the Association and its affiliates may transact Association business on school property; provided, however, that no such business shall be transacted on any class or duty time, nor shall such Association business in any way interfere with scheduled student-teacher, parent-teacher, or administrator-teacher conferences or other school functions or activities. All visitors, including Association representatives, must report to the building office during teaching hours before transacting such business and sign in.

C. INDIVIDUAL RIGHTS

Neither the Board nor the Association shall discriminate against bargaining unit personnel on the basis of race, color, creed, national origin, sex, religion, or for the exercise of rights protected by the Constitution of the United States and the laws of the State of Ohio. The provisions of this Agreement shall be applied uniformly to all bargaining unit members without regard to race, color, age, religious creed, sex, or national origin.

### ARTICLE III -- PROCEDURAL AGREEMENT

- A. Negotiations between the parties for a successor agreement shall begin at least sixty (60) days prior to the expiration of the contract term. No more than ninety (90) days prior to the expiration of the contract term, a mutually convenient meeting date for the first negotiation session shall be arranged.
- B. At the initial session, the parties shall exchange their detailed written proposals. No new items shall be submitted thereafter except upon mutual agreement of the teams.
- C. Before each negotiation session officially adjourns, the agenda, time, and place for the next session shall be mutually agreed upon by the chief negotiators.
- D. When negotiations are conducted during regular school hours, released time shall be provided for the Union's negotiating team.
- E. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. Negotiation teams shall consist of no more than five (5) persons.
- F. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

#### G. SCOPE OF NEGOTIATIONS

The parties agree to bargain all matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification or deletion of an existing provision of a collective bargaining agreement.

#### H. EXCHANGE OF INFORMATION

Upon reasonable advance request and at no cost, the Board will provide the Association with all available public information, in such form as it exists, related to subjects of negotiation, and the Association will provide the Board with all available non-confidential information, in such form as it exists, related to subjects of negotiation upon reasonable advance request and at no cost.

#### I. CAUCUS

Upon request of either party, a negotiation meeting shall be recessed to permit the requesting party a period of time, not to exceed thirty (30) minutes to caucus unless extended time is mutually agreed upon.

J. AGREEMENT

When tentative agreement is reached on all items subject to negotiations, the proposed agreement shall be reduced to writing and shall be first submitted to the Association for ratification within seven (7) days and upon such ratification, submitted to the Board for its approval within seven (7) days.

K. COPIES

There shall be three signed copies of any final agreement: one copy shall be retained by the Board, one by the Association, and one copy shall be filed with the State Employment Relations Board (SERB).

L. IMPASSE

1. Pursuant to Section 4117.14(C) and 4117.14(E) of the Ohio Revised Code, the parties have established the following mutually agreed upon negotiations and dispute resolution procedures which supersede the procedures listed in Section 4117.14(C) (2) – (6) and any other procedures to the contrary.
2. Fifty days prior to the termination of this Agreement, the parties jointly shall notify the State Employment Relations Board (SERB) that they intend to utilize these mutually agreed on dispute resolution procedures in lieu of the SERB procedures contained in Section 4117.14(C)(2) – (6) of the Ohio Revised Code.
3. If no agreement is reached by the twenty-first (21st) calendar day preceding expiration of this Agreement, or some other mutually agreed date, both parties shall request the services of the Federal Mediation and Conciliation Service. The mediator shall have the authority to hold bargaining sessions or conferences with representatives of the parties.

**ARTICLE IV -- GRIEVANCE PROCEDURE**

A. DEFINITIONS AND GENERAL PROVISIONS

1. "DAYS" shall mean those days that the Board offices are open for business which includes all days of the year, except Saturdays, Sundays, and legal holidays specified in Section 1.14 of the Ohio Revised Code.
2. "GRIEVANCE" shall mean a claim that there has been a violation, misinterpretation or misapplication of this Agreement.
3. "GRIEVANT" shall mean the bargaining unit member(s) initiating the grievance or the Association. The grievant(s) shall sign the grievance. When the Association files the grievance, the bargaining unit member(s) on whose behalf the grievance is filed shall be identified on the grievance form.

4. "IMMEDIATE SUPERVISOR" shall mean that administrator having immediate supervisory responsibility over the grievant.
5. This procedure shall be the sole and exclusive method of resolving disputes under this Agreement.
6. A teacher may present grievances and have them adjusted without the intervention of the Association, as long as the adjustment is not inconsistent with the terms of the Collective Bargaining Agreement then in effect and as long as an Association Representative has the opportunity to be present at the adjustment.
7. The purpose of this procedure is to secure, at the lowest level administrator having authority to resolve the grievance, equitable solutions to grievances.  
  
All parties agree that grievances will be kept as confidential as is appropriate and shall be processed as expeditiously as possible.
8. No reprisals of any kind shall be taken against any bargaining unit member initiating or participating in the grievance procedure.
9. A grievant who desires representation shall be accompanied at all times and at all steps of the grievance procedure by a representative of the Association.

B. TIME LIMITS

1. The number of days indicated at each step in the procedure shall be the maximum. Every effort will be made to expedite the procedure. Time limits may be extended only by mutual agreement of all parties concerned.
2. If the grievant does not present a grievance within twenty (20) days of the occurrence of the act or conditions on which the grievance is based, then the grievance shall be considered waived.
3. If a decision on a grievance is not appealed within the time limits specified at any step of the procedure, the grievance shall be deemed settled on the basis of the disposition at that step and further appeal shall be barred.
4. Failure at any step of these procedures to communicate the decision on a grievance within the specified time limits shall automatically entitle the grievant to proceed to the next level.
5. All notices of hearings, dispositions of grievances, written grievances and appeals shall be in writing and hand delivered or mailed by certified mail, return receipt requested. The Association and Superintendent shall receive copies of all notices.
6. Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend, but not during the school day, unless the parties otherwise agree. If the

parties agree to hold a hearing during the regular school day, participants shall be released from their regular duties to attend the hearing without loss of pay. Arbitration hearings shall be scheduled outside the work day unless both parties otherwise agree in writing.

C. GRIEVANCE PROCEDURE

1. Informal Procedure

A grievance shall first be presented to the principal or immediate supervisor in an attempt to resolve the problem.

2. Formal Procedure

STEP I.

If the grievance is not resolved within five (5) days of the informal claim, it may be pursued further by submitting a completed Grievance Report Form, Step I, in quadruplicate. Copies of this form shall be retained by the grievant, and submitted to the immediate supervisor, Superintendent, or his/her designee, and the Association. Within five (5) days of the receipt of the Grievance Report Form, the immediate supervisor shall meet with the grievant. The immediate supervisor shall write a disposition of the grievance within five (5) days after such meeting and transmit a copy to the grievant and the Superintendent.

STEP II.

If the grievant is not satisfied with the disposition of the grievance in Step I, the grievant shall, within five (5) days of such disposition, complete Grievance Report Form, Step II, and submit same to the Superintendent or his/her designee, who shall within five (5) days of receipt of the Grievance Report Form meet with the grievant.

Within five (5) days of this meeting, the Superintendent or his/her designee shall write his/her disposition of the grievance and transmit a copy to the grievant, the Association and the immediate supervisor.

STEP III.

If the grievant is not satisfied with the disposition of the grievance at Step II, the grievant shall, within five (5) days of such disposition, complete Grievance Report Form Step III, and submit same to the Superintendent or his/her designee. Within five (5) days after receiving the Grievance Report Form, the Superintendent shall inform the grievant of the date and time of the hearing before the Board. The Board hearing shall occur no later than twenty (20) days after the Step III Form was received. Within five (5) days after the hearing, the Board President or his/her designee shall write the Board's disposition of the grievance

and transmit a copy to the grievant, the Association, and the immediate supervisor.

#### STEP IV.

If the grievant is not satisfied with the disposition of the grievance at Step III, the grievant may request a hearing before an arbitrator by completing Grievance Report Form, Step IV. Said request for an arbitration hearing may only be made through the Association after it approves, in its sole discretion, the advancement of the grievance to Step IV. The grievant's request for arbitration shall be made within ten (10) days following the receipt of the disposition of the grievance at Step III. The grievant's request for arbitration shall be by certified mail with return receipt requested and shall be directed to the Superintendent. Within five (5) days following receipt of the grievant's request for arbitration, the Superintendent or his/her designated representative and the grievant or his/her designated representative shall mutually petition the American Arbitration Association (AAA) to provide both parties with a list of seven (7) names from which an arbitrator will be selected by the alternative strike method. A toss of a coin shall determine who strikes first. Both parties reserve the right to request a second list before the parties begin selecting an arbitrator by the alternate strike method. The alternate strike method must take place within ten (10) days of receipt of the AAA list, unless otherwise mutually agreed. If either party fails to meet this timeline, the arbitrator selection will revert to AAA voluntary rules.

Once the arbitrator has been selected, he/she shall conduct a hearing on the grievance in accordance with the rules and regulations of the AAA.

The arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be agreed upon. The decision shall be in writing and a copy sent to all parties present at the hearing. The decision of the arbitrator shall be binding on the Board, the Association and the grievant.

The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this collective bargaining contract. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall not have any authority to rule contrary to federal law or any state law which this contract cannot supersede.

The costs of the arbitration shall be shared by the Board and the Association.

### ARTICLE V -- LEAVES

#### A. SICK LEAVE

1. Teachers shall be credited with sick leave in accordance with §3319.141 of the Ohio Revised Code, at the rate of one and one-quarter (1 and 1/4) days per month

to a maximum of fifteen (15) days per year. Leave is cumulative to a total of 260 days.

A teacher who has exhausted his/her accumulated sick leave, shall receive fifty percent (50%) of his/her daily salary for 20 additional days of sickness in any one year. At the end of 20 additional days, the teacher's salary terminates. A teacher shall receive this additional payment only once.

2. Newly employed beginning teachers shall be advanced five (5) days of sick leave at the beginning of the school year which shall be deducted from the sick leave earned during the first four (4) months of service.
3. Subject to the specifications and requirements of §3319.141 of the Ohio Revised Code, a teacher who transfers from another school district or other agency of the State of Ohio shall be credited with the unused balance of his accumulated sick leave up to the maximum in A.1 above.
4. Subject to the specifications and requirements of §3319.141 of the Ohio Revised Code, teachers may use sick leave for absence due to personal illness, pregnancy, injury, exposure to contagious disease and for absence due to illness, injury, or death in the teacher's immediate family.
5. Each teacher requesting paid sick leave shall submit a signed statement justifying the use of sick leave on the Board-prescribed form. The form shall be submitted to the building principal immediately upon the teacher's return. The request must be approved by the principal and Superintendent or designee before sick leave is paid.
6. The term "immediate family" means father, mother, brother, sister, husband, wife, children (including foster children or children for whom a teacher is custodian), grandparents, parents-in-law, brother-in-law, sister-in-law, or any relative of the teacher living in his immediate family.
7. Procedures
  - a. A teacher who must be absent for any of the reasons specified above shall contact his or her immediate supervisor at the earliest possible time as specified by building procedures.
  - b. Immediately upon return from sick leave, the teacher shall complete and sign the Board-prescribed form to justify the use of sick leave.
  - c. A violation of this Article shall result in the loss of pay based on the teacher's daily rate of pay for each day he/she violates the policy and may result in other disciplinary action including suspension without pay and termination of employment.

- d. For personal illness of more than five (5) consecutive work days, the Board may require a teacher to provide a signed statement from his/her physician affirming the need for the teacher to be absent. If such a statement is not provided upon request, no sick leave shall be paid.

B. PERSONAL LEAVE

- 1. A maximum of two (2) days unrestricted and one (1) day of restricted personal leave per year will be granted to regular full-time teachers when requested, subject to the following limitations:

- a. Personal leave is not accumulative but unused personal leave shall be credited to the teacher's accumulated sick leave at the end of the school year.
- b. Restricted personal leave shall not be taken the day before or after a holiday or vacation recess or used as an extension of sick leave, except in the case of deaths or extreme emergencies not covered by sick leave as determined by the Superintendent. A teacher requesting restricted personal leave under this provision shall submit his/her request in writing to the Superintendent with full specifications of the reason(s) for the request. Unrestricted personal leave taken for the aforementioned reasons shall be charged at two days for each day used. Unrestricted personal leave taken before or after a holiday or vacation recess or used as an extension of sick leave, shall be limited to ten percent (10%) per day of the teaching staff assigned to each building on a first come first served basis. The holidays referred to herein are as follows:

Labor Day	Columbus Day	Veterans Day
Thanksgiving	Christmas	New Years Day
Martin Luther King Day	Presidents Day	Good Friday
Easter	Memorial Day	

- c. Restricted personal leave shall not be used for rest, recreation, vacation, shopping, accompanying spouse on a business trip, for seeking or engaging in gainful employment or for any other similar reason.
- d. Teachers shall request personal leave on the Board-prescribed form. Except as to the two unrestricted days, the prescribed form shall require the employee to fully specify the reason(s) for the request. In regard to unrestricted leave, the form shall be submitted at least one week before the day for which personal leave is requested.
- e. Personal leave during the last four weeks of the school year shall be limited to ten percent (10%) per day but no more than 2 per building of the teaching staff assigned to each building on a first come first served basis.

- f. A violation of this Article shall result in the loss of pay based on the teacher's daily rate of pay for each day he/she violates the policy and may result in other disciplinary action including suspension without pay and termination of employment.

C. ASSAULT LEAVE

1. A teacher who is absent due to actual disability resulting from a clearly unprovoked physical attack upon the teacher (e.g. an injury resulting from the teacher breaking up a fight between students) occurring on Board premises or while in attendance at an official school function and in the course of said teacher's employment shall, subject to the specifications below and the approval of the Superintendent or his designee, be granted up to forty-five (45) working days of assault leave. During such assault leave, said teacher shall be maintained on full pay basis, and such leave shall not be charged against sick leave or personal leave.
2. At the expiration of the forty-five (45) working days of assault leave, if the teacher is still disabled, the teacher may use his accumulated sick leave. At the expiration of the teacher's accumulated sick leave, he may petition the Board requesting an advancement of sick leave.
3. Assault leave shall not be granted under this provision unless the teacher:
  - a. Has a signed, written statement justifying the use of assault leave. The statement shall be upon the Board-provided form;
  - b. Has provided a certificate from a licensed physician stating the nature and duration of the disability and the necessity of absence from regular employment;
  - c. Has agreed to file criminal charges against the person or persons involved.
4. Falsification of either the signed statement or the physician's statement shall be grounds for suspension or termination of employment.
5. Full payment for assault leave, less worker's compensation and any other financial remuneration paid by, provided by or contracted for by the Board shall not exceed the teacher's per diem rate of pay.

D. JURY DUTY/GOVERNMENT WITNESS

Teachers shall be excused from performing their regular duties when summoned for jury duty. When serving on jury duty during a regular school day, the teacher shall receive his regular rate of pay but shall remit all jury duty pay (less mileage and meal allowances) to the Board. If a teacher is subpoenaed to testify in a civil or criminal proceeding on behalf of the Board of Education, the State of Ohio or West Virginia, or the United States and the teacher is not a party to the proceeding, the teacher shall receive his/her regular pay

for any school days missed. A teacher shall also receive his/her regular pay when subpoenaed to testify about matters arising out of or relating to his/her Board employment (e.g., a child's educational progress in a custody proceeding) when the Board or Administration is not an adverse party in the proceeding. The teacher shall remit all witness fees (less mileage and meal allowance) to the Board.

E. MILITARY LEAVE

Teachers shall be granted military leave subject to the specifications and requirements of Section 3319.14 of the Ohio Revised Code.

F. CHILD REARING LEAVE

1. A teacher who is pregnant may use sick leave or may take an unpaid leave for the period of actual physical disability as certified by her attending physician. If a teacher takes sick leave or unpaid leave for the period of disability only, she shall return to the same position unless the Superintendent definitely determines such return would disrupt the continuity of instruction.
2. A teacher may request and shall be granted unpaid child rearing leave subject to the specifications set forth below:
  - a. A written request for child rearing leave shall be submitted to the Superintendent at least forty-five (45) days before the intended commencement date. The request shall specify the proposed commencement date and the proposed duration of the leave.
  - b. Child rearing leaves shall be for a maximum of one (1) school year. Child rearing leaves shall expire at the end of a semester or school year. The leave may be extended for a maximum of one (1) additional school year upon approval of the Superintendent and Board. Requests for extensions shall be made in writing at least thirty (30) days before the initial child rearing leave is due to expire.
  - c. Teachers shall inform the Superintendent in writing of their intention to return to duty from child rearing leave at least thirty (30) days before the expiration of the leave.
  - d. Upon return from leave, the teacher shall be assigned to a position within the teacher's area(s) of certification.

G. PROFESSIONAL LEAVE

1. A teacher may request and may be granted professional leave subject to the specifications set forth below:
  - a. A written request for professional improvement leave shall be submitted to the Building Principal at least one week in advance of the meeting. The

request shall specify the program to be attended and contain a statement of the purpose for such attendance.

- b. Professional improvement leave shall be subject to the approval of the Building Principal and Superintendent.
- c. Teachers may attend no more than three (3) educational meetings per school year, not to exceed a total of six (6) work days per year.
- d. A total of four (4) days per year for all teachers in the bargaining unit shall be granted and charged to the teacher's professional leave for delegates or officers to attend Association meetings.

#### H. UNPAID LEAVE OF ABSENCE

- 1. The Board shall grant a teacher an unpaid leave of absence where illness or disability is the reason for the request pursuant to the specifications and requirements of Section 3319.13 of the Ohio Revised Code.
- 2. A teacher may request and may be granted an unpaid leave of absence for educational, exchange teaching or other compelling reasons subject to the specifications set forth below:
  - a. A written request for the leave shall be submitted to the Superintendent at least forty-five (45) days before the intended commencement date. The request shall specify the reason(s) for the leave, the proposed commencement date and proposed duration.
  - b. Leaves shall be for a maximum of one (1) school year. Leaves shall expire at the end of a semester or school year. The leave may be extended for a maximum of one (1) additional school year upon approval of the Superintendent and Board. Requests for extensions shall be made at least thirty (30) days before the expiration of the leave.
  - c. Teachers shall inform the Superintendent in writing of their intention to return to duty from the leave at least thirty (30) days before the expiration of the leave.
  - d. Upon the return from leave, the teacher shall be assigned to a position within the teacher's area(s) of certification.

#### I. BEREAVEMENT LEAVE

A teacher shall be granted a maximum of five (5) work days of paid leave per year for absence because of a death in the immediate family as defined in paragraph A above. A teacher may use five (5) days of such bereavement leave for step-mother, step-father, and step-children and three (3) days of such bereavement leave for aunts, uncles, nieces, and nephews, which shall be included in the five (5) days granted herein. Additional days

may be approved by the Superintendent pursuant to Paragraph A. The teacher shall notify the building principal of the need for bereavement leave as soon as the need is known. Upon return from leave, the teacher shall submit the proper form to the building principal for approval.

J. SABBATICAL LEAVE

A teacher may be granted\* a sabbatical leave with the approval of the Board and Superintendent provided the following requirements have been satisfied by the teacher.

1. Sabbatical leave may be approved only for those teachers who have taught in the Toronto City School District for five (5) or more years. Subsequent sabbatical leave may be granted after a minimum of five (5) years of additional teaching in the Toronto City Schools.
2. Sabbatical leave for professional self-improvement shall be granted for one or two semesters.
3. A planned program for professional growth must be submitted by the teacher and approved by the Superintendent prior to making a recommendation to the Board.
4. Each teacher taking leave shall receive the difference between their total annual compensation, including retirement and fringe benefits, and the total compensation of the substitute hired to replace the member of the bargaining unit on leave. If the insurance carriers permit, the teacher on sabbatical leave may participate in all group insurance programs at the teacher's expense.
5. The Board shall not grant the leave unless a satisfactory substitute is available.
6. No more than one teacher shall be granted sabbatical leave in any year.
7. It is understood that the employee has a professional obligation to return to employment in the Toronto City School District upon the expiration of the leave. If the employee fails to return for a period of at least one work year, he/she shall reimburse the Toronto City School District for all expenses of the sabbatical leave within twenty-four (24) months of his/her scheduled return.

**ARTICLE VI -- JOB SECURITY**

A. TEACHERS' LIMITED CONTRACTS

1. All regular full-time teachers who do not qualify for a continuing contract shall receive limited contracts in the following order:

- 1st year - limited contract for one (1) year
- 2nd year - limited contract for one (1) year
- 3rd year - eligible for two (2) year contract  
the principal and superintendent so recommend
- 4th or 5th year and thereafter – limited contract for two (2) years

2. A teacher who becomes eligible for a continuing contract during the term of a limited contract, shall upon written request to the Superintendent, be considered on individual merit for continuing contract status. If the Board determines not to award a continuing contract or the teacher does not request early consideration, such teacher shall then be considered for a continuing contract prior to the expiration of his/her limited contract as provided in Section 3319.11 of the Ohio Revised Code.
3. To be eligible for a continuing contract, a teacher must hold a professional, permanent, or life teacher's certificate, or a professional educator's license, subject to certain continuing educational requirements set forth by the Ohio Revised Code and/or the Ohio Department of Education. In addition, the teacher must have taught in the district for at least three (3) of the last five (5) years, or must have served two years in the district if continued contract status has been attained elsewhere.
4. Any new teacher also employed as a coach who resigns his/her coaching position prior to obtaining his/her fourth teaching contract, shall also be considered to have automatically resigned his/her regular teaching position. The District shall have no further obligation to employ the individual as a teacher unless he/she is non-renewed by the District from the coaching position and has not been non-renewed as a teacher or he/she can no longer coach due to medical reasons. A written notice of this language must be signed by the teacher/coach prior to their employment. This paragraph will apply only to those teachers hired after June 1, 1994.

B. NON-RENEWAL OF LIMITED TEACHING CONTRACTS

The following procedure will apply when a teacher's regular limited teaching contract is non-renewed:

1. The teacher shall be notified in writing of the Superintendent's intention to non-renew his/her contract, including the reasons for recommendation.
2. Upon written request of the teacher, he/she shall be afforded a conference with the Superintendent to discuss the reasons for non-renewal. The teacher may be represented at such conference by an Association Representative. The teacher's building principal may be present at such conference at the invitation of the Superintendent.

3. Upon written request, a teacher will be granted a conference with the Board of Education prior to action on the Superintendent's recommendation to non-renew his/her regular limited contract of employment. Such conference shall be in executive session at which time the teacher will have the opportunity to show cause why the contract(s) should be renewed.
4. If the Superintendent recommends renewal of a teacher's regular limited contract of employment and the Board non-renewed the contract, the teacher may make a written request for a conference with the Board. Such conference shall be held in executive session at which time the teacher will have the opportunity to show cause why the Board should reconsider its action.
5. After a bargaining unit member has been awarded his/her fourth teaching contract with the school district, non-renewal shall be only for just cause. For teachers hired before June 1, 1994, non-renewal for just cause shall apply to those teachers who have been awarded a third teaching contract.
6. These provisions pertaining to non-renewal shall not apply to the non-renewal of supplemental or extended service contracts, which are automatically non-renewed each year.
7. This section on non-renewal shall supersede Ohio Revised Code §3319.11

C. REDUCTION OF STAFF

When necessary, the Board may reduce the number of teaching positions, but such reductions shall only be made because of decreased enrollment of pupils, abolishment of positions for any reason, return to duty of regular teachers after leaves of absences, or by reason of suspension of schools or territorial changes affecting the district, or any other reason authorized by Section 3319.17 of the Ohio Revised Code. Such reductions shall first be made through attrition resulting from resignations, retirements or similar reasons. The Board of Education may then suspend contracts to complete the reduction plan.

1. Suspension of Contracts

- a. The Superintendent shall determine the specific areas of certification to be affected by the reduction in force. Contracts of teachers who are part of the plan shall be suspended on the basis of seniority lists in the reverse order of seniority within the teaching field affected as provided in Section 3319.17 of the Ohio Revised Code.
- b. For the purpose of this subsection, a teacher is deemed a "part of the plan" if the sole reason for suspending the teacher is a reduction of force.

2. Seniority

- a. Every teacher's name shall appear in order of seniority on a list for his or her areas of certification. Those teachers who have more than one area of

certification shall have their names placed on each list for their areas of certification. Lists shall be maintained and updated on an annual basis and provided to the Association. Changes to the list will be provided to the Association no later than September 30 of each year.

- b. Seniority is based on the length of continuous service to the school system, which is not affected by authorized leaves of absence. The seniority of teachers who resign and are subsequently re-employed shall be calculated from the date of re-employment.

3. Continuing Contracts

Teachers with continuing contracts shall be deemed senior to all teachers on limited contracts.

4. Determination of Seniority

Where two or more teachers have the same length of continuous service at the same time, their names are arranged on the seniority lists based on the Board meeting at which they were hired. If the seniority of teachers is still identical, the tie shall be broken by greater total teaching experience in Ohio public and/or chartered non-public schools. If a tie still exists, it shall be broken by the Superintendent.

5. Recall

Names of teachers whose contracts are suspended due to a reduction in force shall be placed on a reduction in force (RIF) list based on seniority and certification. When there is an opening, the teacher with the most seniority among those on the RIF list for the position shall be recalled by the Board with the same seniority as he/she would have received if a reduction in force had not taken place, provided, however, such teacher shall not be granted service credit for salary purposes for such time such teacher's contract was suspended. No new teachers may be hired by the school system for any position as long as there is a teacher certificated for the position on the RIF list.

6. Availability For Recall

- a. The Board shall transmit notice of recall by certified letter to the last known address of all teachers on the RIF list for a position to advise them of such position.
- b. It is the teacher's responsibility to keep the Board informed of his/her mailing address. The teacher shall respond to a recall notice in writing within seven (7) calendar days from the date of attempted delivery of the Board's recall letter to indicate his/her acceptance of such position. The teacher's notification of acceptance shall also be by certified mail.

The Board shall reinstate that teacher indicating acceptance of such position who has the greatest seniority. A teacher's name shall remain on the RIF list for a period a thirty-six (36) months. The thirty-six (36) month period shall be from the effective date of the RIF. The RIF list must be available to the Association at all times. The rights herein granted to a teacher shall be forfeited by the teacher should he or she:

- (1) waive his or her recall rights in writing;
- (2) resign;
- (3) fail to accept recall as provided for herein; or
- (4) fail to report to work in a position that he or she accepted within five school days after he or she was directed to report or fail to give a satisfactory explanation for absence within that period.

D. JUST CAUSE

No member of the bargaining unit will be suspended, terminated or disciplined without just cause. If a teacher is to be disciplined by the Board or an administrator, the teacher shall have the right to have an Association representative present in any disciplinary conference or meeting. This section pertaining to just cause does not apply to suspensions for reduction in force which are governed by Section C, or non-renewal of limited contracts which is governed by Section B.

**ARTICLE VII -- TERMS AND CONDITIONS OF EMPLOYMENT**

A. PERMANENT PERSONNEL FILE

1. Each teacher's personnel file will be maintained in the central office and will be available for inspection by such teacher during normal business hours. A representative of the Association may, at the teacher's request, accompany the teacher in such a review.
2. Each personnel file will contain a copy of all written evaluations. A teacher may include in his personnel file a written response to any material which that teacher considers to be inaccurate or misleading. Written communications, which are directed toward a teacher's character and/or professional status, which are unidentified, shall not be included in a teacher's personnel file.
3. A teacher shall be entitled to a copy, at his expense, of any material in his file.
4. Upon the teacher's request, written reprimands and/or critical letters or items of a disciplinary nature which do not concern serious misconduct shall be removed from the teacher's file, provided that three (3) years have elapsed after the effective date of the document and provided there are no intervening reprimands,

critical letters or disciplinary items during the three (3) year period, or as otherwise required by law.

5. A complaint concerning the contents of a teacher's file shall be processed exclusively through the grievance procedure.
6. When copies of material(s) are made for non-school purposes pursuant to a request by a member of the public, the school administration or the School Board under the Ohio Public School Records Act, the teacher shall be informed as to who is making the request.

## B. SCHOOL YEAR AND CALENDAR

### 1. Length of School Year

There will be one hundred eighty-four (184) days of employment for certificated staff in the school year. One hundred eight-one (181) of these days must be used for professional services for student instruction and the remaining three (3) days for clerical or professional in-service as follows:

- a. One day for pre-school in-service and planning;
- b. One day, end of year, for reports and closing activity;
- c. One day for in-service (TEA/EOTA Day).

### 2. School Calendar

A committee of three (3) teachers selected by the Association and three (3) administrators shall meet each year to develop a calendar. If the committee agrees on a calendar it shall be adopted by the Board. If the committee does not agree, both the Association and administration recommendations will be presented to the Board which shall adopt one of the two recommendations.

## C. WORK DAY

The length of the work day for certificated personnel in the Toronto City Schools shall be seven and one-half (7-1/2) hours, including at least a thirty (30) minute duty-free lunch period. All teachers will report to their respective buildings at the time established by the building principal or superintendent.

## D. BUILDING MEETINGS

Except in emergencies, building meetings shall not occur more than twice per month and shall not last longer than forty (40) minutes beyond the end of the regular student day. Such meetings, except emergency meetings, shall be called with at least twenty-four (24) hours notice to all employees affected. Teachers shall attend all staff meetings.

E. PUPIL LOAD STIPEND

1. When the total number of students assigned or transferred to a single class exceeds thirty (30), the affected teacher shall be paid a stipend as follows:
  - a. For each interim report (nine week) period during which the class contained 30 or more pupils for four and one-half weeks or more, the teacher assigned to that class shall receive additional compensation in the total amount of seventy-five dollars (\$75.00) payable at the end of that interim report period.
  - b. The additional compensation payable to any teacher under this provision shall not exceed a total of three hundred dollars (\$300.00) per year.
2. This provision shall not apply to band, choir, physical education, study hall or similar classes where larger class sizes have traditionally been utilized.

F. PLANNING/CONFERENCE PERIOD

Each full-time high school and middle school teacher shall have one planning/conference period during the portion of the workday when students are present. Each full-time teacher in grades 1-5 shall have 160 minutes of planning/conference time per week during the portion of the workday when students are present. In addition, each kindergarten teacher shall have 160 minutes of planning/conference time per week, exclusive of the time prior to the arrival of morning students and subsequent to the dismissal of afternoon students. The time between morning and afternoon sessions count as planning/conference time for kindergarten teachers.

G. WORK ENVIRONMENT

A photocopying machine shall be available to teachers in each building for school purposes. At least one (1) computer/printer shall be made available to teachers in each building for school purposes.

H. VACANCIES, TRANSFERS, AND ASSIGNMENTS

1. Vacancies

Vacancy shall be defined as any position left vacant as a result of a transfer, retirement, resignation, death, termination, non-renewal, or any newly created position that the Board determines shall be filled. The superintendent has the right to determine whether or not a vacancy will be filled and shall fill a vacancy only as posted.

Written notice for all vacancies except administrative vacancies, including special and supplementary assignments, shall be made to bargaining unit members in order that all persons interested may apply. Vacancies shall be posted for five (5) calendar days during the school year and until July 25th and for three (3) calendar

days from July 25th until August 31st. During the summer months, written notification of all vacancies will appear on the Toronto City School District website and the Ohio Department of Education website and will also be sent to certified staff members requesting copies, if requested in writing and postage is paid. The position shall not be filled until after the posting period. If there is no qualified applicant from within the bargaining unit, then the Superintendent may employ from without.

2. Teacher Assignments

Tentative assignments for the subsequent school year will be given to certificated staff prior to the last day of the school year.

3. Transfer

A teacher may initiate a written request to the Superintendent via the building principal for transfer from one building to another. Likewise, a teacher may make a written request to transfer from one subject area or grade level to another. If two (2) or more applicants for a vacant position are certified, the more senior teacher will receive the position unless it can be clearly demonstrated there are compelling reasons that a less senior applicant should receive the position. Compelling reasons shall be based on advanced training, performance evaluations, and/or actual experience in the same or a similar position.

4. Promotion

When a vacancy exists in any non-bargaining unit professional staff position, the Board shall receive and consider applications from qualified teachers who apply.

5. Involuntary Transfers

- a. A conference shall be held between the bargaining unit member and the building principal to discuss the reasons for a possible involuntary transfer.
- b. If a teacher's position is abolished and the teacher is not being laid off in accordance with Article VI, C, the teacher shall have preference over any other applicant for a vacant position for which the teacher is qualified.
- c. Bargaining unit members shall be involuntarily transferred only when clearly necessary to meet the educational needs of the District, and no other alternative is available.

I. TEACHER EVALUATION

1. Each teacher shall be evaluated at least annually in accordance with a uniform District-wide evaluation procedure. The purposes of the procedure include the assessment and improvement of performance. The evaluator shall advise each

staff member to be evaluated as to the evaluation procedure to be used. The teacher will be given a copy of the evaluation instrument.

2. All formal observations of work performance shall be conducted with the full knowledge of the teacher. The evaluator shall notify the teacher of the formal observation at least the work day before it is to occur. Such formal observation shall be at least one-half hour in length.
3. The evaluator shall reduce his/her evaluation of a teacher's performance to writing on the Board-adopted instrument. All evaluations will include both a teacher's strengths and deficiencies. The evaluator shall meet with the teacher within five (5) school days after the observation to discuss questions arising from the observation and completed instrument.
4. If a teacher's evaluation identified unsatisfactory areas of performance, the teacher and evaluator will mutually develop a plan of professional improvement. The teacher will be given a reasonable opportunity and assistance to correct deficiencies relating to professional performance.

The teacher may also request a second evaluation from another District administrator. The second evaluation will be made within twenty (20) school days after the request.

5. All evaluations shall be signed by both the evaluator and by the teacher evaluated and kept on file. The signature of the teacher evaluated shall not indicate agreement with the content of the evaluation, but only that the evaluation has been inspected by him/her. The teacher evaluated may rebut the evaluation in writing and have the rebuttal included in his/her file, but may not otherwise grieve the content of the evaluation.
6. This section shall supersede §3319.111 of the Ohio Revised Code.

J. PTA/PTO

Participation in PTA, PTO or a similar organization shall be voluntary.

K. SCHOOL CLOSING

Staff members shall not be required to report for duty when the entire system or the particular building in which the staff member works is closed or when classes are cancelled due to inclement weather. If schools are closed or classes are cancelled due to inclement weather or for any other reason after the normal work day has begun, employees shall remain at work to complete the normal work day unless the Superintendent releases employees for health or safety reasons. Employees who leave without the Superintendent's permission shall lose pay for time not worked.

L. INSURANCE COMMITTEE

A committee consisting of teachers, administration, and members of the Board of Education shall meet as needed to review insurance issues.

M. MENTOR PAY

Any teacher serving as a mentor will be granted a stipend of seven hundred fifty dollars (\$750.00) per assignment unless the mentor is receiving compensation for mentoring from another source.

**ARTICLE VIII -- COMPENSATION**

A. SALARY SCHEDULE PLACEMENT

1. Experience

Teachers shall receive credit for years of service on the salary schedule as follows:

- a. All years of teaching service in this district, with each year consisting of one hundred twenty (120) days under a teacher's contract.
- b. All years of service in an Ohio public school and/or chartered, non-public school located in Ohio consisting of one hundred twenty (120) days under a teacher's contract.
- c. All years of military service up to five (5) years. (For purposes of calculation, a particular year of active military service of eight (8) continuous months or more, in the armed forces shall be counted as a full year).
- d. All years of teaching service as a certified teacher in a chartered school or institution or a chartered special education program operated by the State or other local governmental unit with each year consisting of at least one hundred twenty (120) days.
- e. Years of service shall be the sum of all years of service in subparagraphs a, b, c, and d above, except that a new teacher shall receive credit for a total of not more than ten (10) years.
- f. Teachers on leaves of absence shall be granted credit as follows:
  - (1) Teachers on approved leaves of absence returning to the system shall be placed on the step of the salary schedule for which they qualify by reason of training and experience, including experience

prior to original employment with the district and that which has been acquired in the district.

- (2) Teachers do not accrue days of service for advancement on the schedule while on unpaid leave; however, any additional training obtained during a leave of absence shall be applied for salary credit upon the return of a teacher.
- g. Once a teacher signs a contract designating rate of pay, any necessary adjustments to the rate of pay shall apply to the current school year. There will be no adjustments for back pay.

## 2. Training

Teachers shall receive credit for training on the salary schedule as follows:

- a. Credit for hours beyond the bachelor's degree shall only be given for hours earned after the bachelor's degree is awarded.
- b. Credit for hours beyond the master's degree shall only be given for hours earned after the master's degree is earned and then only if:
  - (1) The courses taken are in the teacher's area of certification, in any subject area in the curriculum or in an area the Superintendent determines is beneficial to the total program of instruction; and
  - (2) The courses taken are on the graduate level.
- c. College or university credits shall be earned by attendance in, and successful completion of, regularly scheduled classes held on the campus or a branch campus of a fully accredited institution. Correspondence courses shall not be approved.
- d. Each teacher who has completed training which would qualify him/her for a higher salary bracket in accordance with this section, shall file a written request with the Treasurer for movement on the salary scale with a transcript by October 1. If such request and transcript are not filed by October 1, a teacher will not receive an adjustment on the salary scale for the current school year. Further, the teacher will receive no retroactive adjustment in pay when the written request is properly submitted in a subsequent year.

## 3. Salary and Step Freeze

- a. For the 2011-2012, 2012-2013, and 2013-2014 school years, a salary freeze and step freeze will be instituted. Advancement for educational training will be honored. The salary schedule dated September 1, 2011,

will be in effect for the three year period. The freeze will also apply to supplemental contracts.

- b. However, employees hired after May 15, 2011, will receive an annual salary payment of one thousand dollars (\$1,000.00) payable at the end of each school year for the duration of the contract. Once employed, any newly hired person is subject to the step and salary freeze language experienced by other employees for the duration of the contract.

**B. INSURANCE**

The Board shall provide Board paid group hospitalization, major medical, dental and prescription drug, and \$40,000.00 group term life insurance as set forth below:

- 1. Only regular full-time and part-time teachers shall be eligible to enroll for such coverage. Effective January 1, 2004, the Board agrees that for the PPO Health Insurance Plan (listed in Appendix D) it shall use the Medical Mutual Super Med Plus Network for Ohio, the 4 Most Health Network for West Virginia, and the Devon Network for Pennsylvania. If an employee is traveling outside of the PPO area and incurs medical expenses, such expenses will be paid at the PPO level of benefits.

Effective with the first pay after November 1 of 2003, through the term of this Agreement, members of the bargaining unit covered by the district's insurance plans (except vision) shall contribute no payments towards the insurance premiums. However, employees hired after May 15, 2011, will pay five percent (5%) of the annual insurance premium through payroll deduction.

Board premium payments for part-time teachers shall be pro-rated based on time actually worked and the part-time employee shall pay the balance of the premium by payroll deduction over a twelve (12) month period. Enrollment shall be open during enrollment period(s) specified by the carriers each school year and shall be limited to those months.

The Board will implement the PPO plans set forth above which include the following:

Deductible (per calendar year)

<u>In Network</u>	
Per individual .....	\$200.00
Per family .....	\$400.00
 <u>Out of Network</u>	
Per individual .....	\$400.00
Per family .....	\$800.00

Benefit Percentage Paid by Board (per calendar year)

In Network

For medical expenses after deductible  
not to exceed Out of Pocket Maximums.....80%

Out of Network

For medical expenses after deductible  
not to exceed Out of Pocket Maximums.....60%

Employee Out of Pocket Maximum After Deductible (per calendar year)

In Network

Per individual .....\$750.00  
Per family .....\$1,500.00

Out of Network

Per individual .....\$1,500.00  
Per family .....\$3,000.00

Once the per calendar year deductible and out-of-pocket maximums are satisfied, the benefit percentage paid by the Board shall be at 100%.

Out of Network Deductibles and Out of Pocket Costs shall be applied towards In Network Deductibles and Out of Pocket Costs. However, In Network Deductibles and Out of Pocket Costs shall not be applied towards Out of Network Deductibles and Out of Pocket Costs.

The Board will also implement, effective January 1, 2004, a Section 125 Plan which will include medical savings accounts to which employees may contribute.

- 2. Effective January 1, 2004, the Board will implement a prescription drug card plan for covered employees. For each prescription, said employees shall be responsible for a co-pay as follows:

Generic..... \$10.00  
Brand..... \$20.00

Mail Order

Generic..... \$20.00  
Brand..... \$35.00

The prescription drug co-pay does not apply to the plan deductible, which is waived, or to the plan co-insurance out-of-pocket limits.

- 3. The Board shall provide a dental insurance plan to covered employees at the same or better level of benefits that existed in the dental insurance plan under the Master Agreement which expired on August 31, 2003.

4. The Board shall make the VSP Well Vision Plan Mod A in Appendix E offered through Vision Service Plan (VSP) available to all bargaining unit members. Said members electing to be covered by the vision plan shall pay the current monthly premium.
5. New enrollees shall pay 100% of the premiums for hospitalization and major medical insurance coverage for the first six (6) months after their enrollment over a twelve (12) month period except:
  - a. New employees who had such coverage paid by the employer in their immediately previous employment;
  - b. New employees who have never been employed elsewhere on a regular full-time basis; or
  - c. Current employees who lose coverage through a spouse because of death, divorce, permanent loss of employment, retirement, or layoff.
6. Eligibility for coverage shall be determined in accordance with the provisions of the insurance contracts of the respective carrier. No more than one family hospitalization, major medical, dental, prescription drug, or optional vision insurance plan shall be provided for a family having more than one member employed by the Board. An employee who can obtain coverage equal to or greater than that provided by the Toronto City School District through a spouse employed elsewhere shall not be eligible for coverage in the Toronto City School District. If a spouse's plan needs to be evaluated, appropriate documentation must be provided to the insurance committee. The committee will refer the request to a third party evaluator, chosen by the committee, within five (5) days of receipt of the documentation. The determination as to whether or not such insurance coverage is "equal to or greater than" shall be based upon the level of benefits provided by the compared plans and the amount of money an employee is required to contribute towards deductibles, out of pocket costs, co-pays and insurance premiums. The costs of the evaluator will be shared equally between the Association and the Board of Education.
7. The Board shall determine the insurance carrier or plan administrator, provided the level of coverage shall not be reduced during the term of this Agreement. The insurance carrier shall be licensed to do business in Ohio. The Association shall be notified of any proposed change in carriers and shall have the opportunity to discuss the need for the change with the Board.
8. Those teachers not enrolled in the insurance program provided by the Board shall be compensated at a rate of \$1,250.00 per employee for the 2011-2012 school year, \$1,500.00 per employee for the 2012-2013 school year, and \$1,750.00 per employee for the 2013-2014 school year. These changes are in effect only due to salary limitations of this contract. Said payment shall be made through the Section 125 Plan.

9. The Association shall have equal representation on the Insurance Committee consisting of at least four (4) members. The Insurance Committee will monitor usage and rates, hear insurance problems and concerns of the members, and disseminate consumer and educational information to employees. The Insurance Consultant will act as an advisor, as needed. The Insurance Committee may recommend changes in the TPA (Third Party Administrator). The Committee shall meet quarterly or more often as scheduled by the Superintendent.

The Insurance Committee is empowered to assist bargaining unit members in resolving insurance problems and recommend to the bargaining unit members and the Board any appropriate revisions in the Insurance Program. Such recommendations would then be considered at the next round of contract negotiations.

C. SEVERANCE PAY

1. A teacher may elect, at the time of acceptance for retirement by the State Teachers' Retirement System (STRS) to receive severance pay if his/her date of retirement is within ninety (90) days of his/her last day of service with the District.
2. Each teacher qualified shall receive twenty-five percent (25%) of his/her accrued but unused sick leave credit; however, payment is not to exceed fifty-five (55) days. Further, a teacher who has fewer than ten (10) years of full-time service in the Toronto City School District will only be paid for twenty-five percent (25%) of the sick leave earned in the Toronto City School District. Payment shall be based on the daily rate of pay at the time of retirement. Payment under this provision shall eliminate all sick leave credit. No teacher shall receive more than one payment. Payment shall be made upon the teacher's submission of written verification acceptable to the Treasurer that he/she has retired, or in January of the year following retirement.

D. MILEAGE REIMBURSEMENT

The Board shall pay teachers at the Internal Revenue Service approved rate for authorized automobile expense.

E. TRAVEL

Subject to the availability of funds appropriated for this purpose, the Board shall reimburse teachers for travel expenses in accordance with the following specifications and requirements:

1. Trip requests shall be submitted to the building principal and shall be approved by the principal and Superintendent in advance.

2. Teachers shall first pay all costs of a trip from their personal funds. Reimbursement shall be made on the basis of an approved expense form which shall be submitted to the Superintendent with receipts attached within one week after the trip is completed.
3. Reimbursement shall be made following the next regular Board meeting after receipt of the teacher's expense form. Teachers shall be reimbursed for actual expenses up to a maximum of \$110.00 per day for meals and lodging and shall also be reimbursed for mileage in accordance with D above.

F. SALARIES

Effective September 1, 2011, the base salary shall be \$25,805.00 as set forth in Appendix A.

G. PAYROLL PROCEDURES

1. Teachers shall be paid in nineteen (19) or twenty-six (26) installments in accordance with regulations established by the Treasurer.
2. Deductions for unexcused or unpaid absences which are not covered by sick leave credits or other leave provisions shall be made in accordance with regulations established by the Treasurer.
3. Deductions shall also be made for hospitalization, major medical, life and dental insurance premiums, credit union and tax sheltered annuities, and Association dues.
4. Part-time teachers shall have their salaries pro-rated based upon the portion of the regular teacher work day they actually work.
5. During the summer recess, the Treasurer shall mail checks to teachers the Wednesday before pay day, provided there are no computer equipment failures. In the event of a holiday falling during a pay-week or computer equipment failures, checks shall be mailed as soon as possible.
6. Direct deposit for payroll will go into effect on or before January 1, 2012. All bargaining unit members and/or licensed personnel will participate in this program. A maximum of two (2) designated allocations will be permitted. Statements will be sent to individuals via e-mail or Kiosk.

H. BOARD PICKUP OF EMPLOYEE CONTRIBUTIONS TO STRS

1. The Board shall assume and pay, or pick up, the mandatory employee contribution to STRS required for all STRS participants, subject to the provisions of this section, in lieu of payment of those contributions by said members.
2. For purposes of this Pickup Plan, total salary or salary per pay period for each member shall be the salary otherwise payable under their contracts and applicable Board policies. The total annual salary or salary per pay period of each member shall be payable by the Board in two parts: (1) deferred annual salary and (2) cash salary. A member's deferred salary shall be equal to that percentage of said member's total annual salary or salary per pay period which is required from time to time by the Ohio State Teachers' Retirement System ("STRS") to be paid as an employee contribution by said member and shall be paid by the Board to STRS on behalf of said member as "pickup" of the STRS employee contribution otherwise payable by said member. A member's cash salary shall be equal to said member's total annual salary or salary per pay period less the amount of the pickup for said member and shall be payable, subject to applicable payroll deductions, to said member. The Board's combined total expenditures for members' total annual salaries or salaries per pay period otherwise payable under this Section (including pickup amounts) and its employer contributions to STRS shall not be greater than the amounts it would have paid for those items had this provision not been in effect.
3. The Board shall compute and remit its employer contributions to STRS based upon total annual salary or salary per pay period, including the "pickup". The Board shall report for federal and Ohio income tax purposes as a member's gross income said member's total annual salary or salary per pay period, less the amount of the "pickup".  
  
The Board shall report for municipal income tax purposes as a member's gross income said member's total annual salary or salary per pay period, including the amount of the "pickup". The Board shall compute income tax withholding based upon gross income as reported to the respective taxing authorities.
4. The "pickup" shall be included in the member's total annual salary or salary per pay period for the purpose of computing daily rate of pay, for determining paid salary adjustments to be made due to absence, or for any other similar purpose.

I. TUITION REIMBURSEMENT

Teachers shall be reimbursed for actual tuition costs in accordance with the specifications and requirements set forth below:

1. The course(s) taken must be in a planned program of professional improvement within the teaching field approved in advance by the Superintendent.

2. Course work must be taken from a fully accredited college or university at a regular or branch campus. No tuition reimbursement will be provided for correspondence courses, except for accredited college or university courses offered through distance learning, or courses offered on line and/or through the Internet.
3. All course work must be completed with a passing grade and/or a certification of completion.
4. Teachers requesting reimbursement shall submit a transcript, grade card or certificate of completion to the Treasurer by October 1. Reimbursement shall be made once per year for course work taken the previous year. If the request for tuition reimbursement and transcript, grade card or certification of completion are not submitted to the Treasurer by October 1, the teacher will not receive reimbursement and the request may not be resubmitted.
5. Reimbursement shall be the actual tuition cost or one hundred and five dollars (\$105.00) per semester hour or seventy dollars (\$70.00) per quarter hour whichever is less. No teacher shall be reimbursed for more than six (6) semester hours or nine (9) quarter hours per year.

J. ATTENDANCE BONUS

Each full time teacher who does not use any sick leave or personal leave in a school year shall receive a bonus of three hundred dollars (\$300.00). Each full time teacher who uses a total of one day of sick leave or personal leave shall receive a bonus of one hundred and fifty dollars (\$150.00). Any regular part-time teacher who qualified for an attendance bonus shall receive a pro-rated amount based on the portion of the regular school day the teacher works. Payment to eligible teachers shall be made no later than August 1 following the conclusion of the school year.

K. PHYSICAL EXAMINATIONS AND TESTS

1. When the Board requires a physical examination or test, or such examination or tests are required by law, the Board will pay the cost.
2. If there is suspicion to believe, based on specific, objective facts, that a bargaining unit member is under the influence of alcohol and/or illegal drugs or has used such substances on Board property or is involved in a work-related accident resulting in property damage estimated in excess of One Hundred dollars (\$100.00) or personal injury, the bargaining unit member may be required to undergo medical testing as provided below. Such testing shall not be used as a means for harassment. Testing shall be limited to either a blood test or a urine test, but not both.
3. A bargaining unit member's refusal to submit to medical testing under the foregoing conditions will be deemed insubordinate, and will result in discipline, up to and including suspension and/or termination.

4. The medical testing will be conducted by a physician and/or laboratory selected by the Board at Board cost, using the Department of Transportation standards for CDL holders. The analysis of the test results shall be done by a laboratory that is NIDA-certified. If the medical testing shows the presence of alcohol, or an illegal drug, the Board will request a confirmation test to insure the accuracy of the test results. All positive test results will be reviewed by an approved Medical Review Officer for further confirmation. If the test results are positive, the Board shall arrange for a medical assessment. After receipt of the medical assessment, there shall be a determination of an appropriate remediation program for first offenders. A bargaining unit member participating in such a remediation program shall use any available leave and be permitted inpatient or outpatient treatment without repercussion for attendance at school or notification of absence from school pursuant to this paragraph, and shall authorize the release of information to the Superintendent regarding the bargaining unit member's completion of the remediation program. For a bargaining unit member who does not complete the remediation program or tests positive more than once, the bargaining unit member shall be subject to discipline, which may include suspension and/or termination. Upon return from the remediation program, the bargaining unit member will also be required to submit to medical testing for the first year following the bargaining unit member's return to employment, not to exceed once per month.
5. The Board and the Association are concerned about bargaining unit members who may be victims of alcohol or drug abuse and will facilitate correction of this process through programs and services that are available in the community. Any bargaining unit member who believes he/she is in need of help shall notify the Superintendent, who shall treat this information confidentially. Any bargaining unit member who voluntarily uses this paragraph shall use any available leave and be permitted inpatient or outpatient treatment without repercussion for attendance at school or notification of absence from school pursuant to this paragraph. Upon return, the bargaining unit member will also be required to submit to medical testing for the first year following the bargaining unit member's return to employment, not to exceed once per month. There shall be no repercussion of any kind for a bargaining unit member who comes forward voluntarily, as described above. For such a member, any subsequent positive tests would result in the implementation of Item 4 above as a first offense.

L. CONFERENCE/PLANNING PERIOD PAY

When a bargaining unit member is required to substitute for another staff member during a conference or planning period, the teacher shall be paid \$15.00 per period.

M. RETIREMENT INCENTIVE

Members of the bargaining unit who meet eligibility criteria for retirement with the State Teachers' Retirement System, shall be eligible for a retirement incentive of \$10,000.00 for the 2010-2011 school year. Such sum shall be in addition to severance pay. In order to qualify for such retirement incentive, the bargaining unit member must work the entire

2010-2011 school year and present his/her resignation to the Superintendent of Schools prior to June 2, 2011.

Members of the bargaining unit, who meet eligibility criteria for retirement with the State Teacher's Retirement System, shall be eligible for a retirement incentive of \$5,000.00 for the 2011-2012 school year. Such sum shall be in addition to severance pay. In order to qualify for such retirement incentive the bargaining unit member must work the entire 2011-2012 school year and present his/her resignation to the Superintendent of Schools prior to March 1, 2012.

N. FAIR SHARE

A Fair Share fee shall be collected for the Association's representation of non-members with respect to collective bargaining, labor contract enforcement, and grievance resolution.

Notice of the amount of the annual fair share fee, which shall not be more than one hundred percent (100%) of the unified dues of the union, shall be transmitted by the Association to the District Treasurer on or before September 20 of each year.

Payroll deduction of fair share fees shall begin at the first payroll in October and continue through the last payroll in June of each year. The District agrees to promptly transmit to the Association all fee amounts deducted along with a list of names of the Bargaining Unit members for whom all such fair share fee deductions were made. The Association represents to the District that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the Ohio Revised Code and that a procedure for challenging the amount of the fair share fee has been established.

The Association on behalf of itself and the OEA and NEA agrees to indemnify the District for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:

1. The District shall notify the Association within thirty (30) days of receipt of any claim or action filed against the District by a non-member for which indemnification may be claimed;
2. The Association shall reserve the right to designate counsel to represent and defend the employer concerning matters pertaining to indemnification;
3. The District agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) not oppose the Association or its affiliates' application to file a brief amicus curiae in the action;
4. The District acted in good faith in an effort to comply with this provision of the Agreement. However, there shall be no indemnification of the

District if the District intentionally or willfully failed to apply (except due to Court Order) or misapplied such fair share fee provision herein.

O. MASTER TEACHER PROGRAM

To encourage the professional growth of teachers and to comply with the requirements of House Bill 1 passed by the legislature in 2009, the Association and the Board agree that they will participate in the Jefferson County ESC Master Teacher Program as follows:

1. The teacher representatives from Toronto to the ESC shall be chosen by the current Association President with the approval by its Executive Committee. Notwithstanding the foregoing, the Association President shall invite any National Board Certified bargaining unit member to serve on the committee, though such members shall not be required to serve on the committee.
2. Committee members shall be paid a stipend of the greater of fifty dollars (\$50.00) per meeting attended or twenty-five dollars (\$25.00) per application scored, plus mileage.
3. Any bargaining unit member who is successful in achieving "Master Teacher" designation shall receive a four hundred dollar (\$400.00) stipend to be paid in the first check following the end of the semester in which the person achieves the designation. This stipend shall be paid only once in the year the bargaining unit member earns the "Master Teacher" designation.
4. All teachers shall be provided with the appropriate information regarding the Master Teacher Program, including the application requirements and the scoring criteria.
5. Should the Jefferson County ESC Master Teacher Program not be in existence, the parties agree to meet and negotiate a replacement program for Toronto City Schools.

P. RACE TO THE TOP

The TEA agrees to participate in the Race to the Top program for the duration of the four year Race to the Top grant period. All conditions for remaining in the Race to the Top program will be met by the transformation team.

**ARTICLE IX – LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE (LPDC)**

If training or meetings occur during work hours, the committee members shall be given paid release time to attend. If the training or meetings occur outside the regular work day or work year, members shall be paid \$50.00 per meeting including mileage as approved by the Superintendent. LPDC members shall be reimbursed for all actual and necessary expenses incurred as part of the training. All other provisions regarding the LPDC shall be governed by

appropriate statutes of the Ohio Revised Code or Ohio State Department of Education Regulations.

### **ARTICLE X – CREDIT FLEXIBILITY**

As a result of SB 311, the Association and the Board agree to the following regarding the offering of a credit flexibility program within the district in accordance with the State Board of Education's credit flexibility plan:

1. Flexible Credit shall only be available to students for courses currently approved by the school district in its regular programs.
2. A committee shall be formed to review and approve/disapprove student Flexible Credit applications. The committee shall be comprised of three (3) high school teachers chosen by the Association president, one (1) high school administrator chosen by the Superintendent, and the superintendent or his/her designee. The committee shall also have a "rotating" member who shall be the teacher of record for the student who has applied. Bargaining unit members of the committee shall be paid a stipend of fifty dollars (\$50.00) per meeting attended, not to exceed one meeting every nine (9) weeks.
3. No teacher shall be required to serve as a teacher of record. Only a teacher who is licensed and teaching in the area of flexible credit sought shall be assigned as the teacher of record. However, the superintendent shall have the right to appoint a qualified teacher of record from outside of the bargaining unit, if no bargaining unit member is interested or willing to perform required duties.
4. The Board's policy on credit flexibility shall empower the teacher of record to make the determination about whether credit is/is not granted and what grade is assigned, if applicable, or level of student mastery achieved, if applicable. Further, the Board's policy shall require that any student participating in a flexible credit plan of study report at least at minimum, regular intervals with the teacher of record regarding the student's progress. The policy shall also require that the teacher of record and the student identify and agree on the learning outcomes that align with the district's approved curriculum in the context of the student's plan and how these outcomes will be assessed, which shall be documented on a form to be created by the committee.
5. The teacher of record shall be paid a stipend of the greater of seventy-five dollars (\$75.00) per student, per credit sought, or the standard hourly rate for work associated with a student's flexible credit plan implementation. Such work shall be accomplished outside of the regular workday/work year.
6. In the event that a student fails to achieve credit and appeals the decision of the teacher of record, such appeal shall go exclusively to the committee, whose decision shall be final.

## ARTICLE XI -- TERM OF AGREEMENT

### A. WAIVER OF NEGOTIATIONS

The Board and the Association acknowledge that during negotiations resulting in this Agreement, each party had the right and the opportunity to make demands and proposals with respect to any matter and that this Agreement was arrived at by the parties after the exercise of that right and opportunity. The Board and the Association shall voluntarily waive, during the life of this Agreement, said rights and each agrees that the other shall not be obligated to negotiate with respect to any subject or matter referred to or covered by this Agreement.

### B. NO STRIKE

The Association and teachers covered by this Agreement agree they will "not strike" during the term of this Agreement. "Strike" means concerted action in failing to report to duty; willful absence from one's position; stoppage of work; slowdown or abstinence in whole or part from the full, faithful and proper performance of the duties of employment for the purpose of inducing, influencing, or coercing a change in wages, hours, terms and other conditions of employment. Stoppage of work by employees in good faith because of dangerous or unhealthful working conditions at the place of employment which are abnormal to the place of employment shall not be deemed a strike.

### C. ENTIRE AGREEMENT

This Agreement supersedes and cancels all previous agreements, verbal or written or based on alleged past practices between the Board and the Association and constitutes the entire Agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

### D. CONFLICT WITH LAW

1. The provisions of this Agreement shall supersede state and federal laws as set forth in Ohio Revised Code §4117.10(A).
2. If any provision of this Agreement, or any application of the provision of this Agreement, or any agreement reached under its terms, shall be found to be contrary to law by a court of competent jurisdiction, such provisions, applications or agreements shall be inoperative but the remaining provisions hereof shall remain in effect.
3. If, during the term of this Agreement, there is a change in any applicable state or federal law, or valid rule or regulations adopted by a federal agency, or a state agency pursuant thereto, which would invalidate any provision of this Agreement, the parties will meet to negotiate any necessary change in the Agreement, relative to the affected provision within sixty (60) days by demand of either party.

E. PRINTING AND DISTRIBUTION

Copies of this Agreement shall be printed, by the Association, in booklet form, at the Toronto City School District expense and distributed to each employee. Each employee hired thereafter, also shall receive a copy to keep. The Association and the Board shall each be supplied with an additional twenty (20) copies of the Agreement. Any subsequent revisions or amendments also shall be printed at the Toronto City Board of Education's expense and distributed to each employee.

F. DURATION

This Agreement shall become effective the fifteenth day of May, 2011 until August 31, 2011, and the first day of September 1, 2011 until August 31, 2014. If the unencumbered general fund balance of June 20, 2013, is greater than the unencumbered balance of the general fund for June 30, 2011, then the TEA and the Board may agree to reopen the contract for salary purposes only.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first mentioned above.

TORONTO EDUCATION ASSOCIATION

TORONTO BOARD OF EDUCATION

Barbara Y. Pitts  
Jennifer L. Matyas  
Catherine J. Kaniwcki Thomas  
Lynnda K. Gleason

Karen L. Walker  
Tim Stang  
Fred Burns  
Chyl Vukelic

Appendix A

Toronto City Schools  
Index and Salary Schedule  
September 1, 2011

<u>YRS</u>	<u>BA</u>	<u>BA+15</u>	<u>BA150</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>
0	25805 1.00	27095 1.05	28386 1.10	29676 1.15	30966 1.20	32256 1.25
1	27198 1.054	28489 1.104	29779 1.154	31069 1.204	32359 1.254	33650 1.304
2	28592 1.108	29882 1.158	31172 1.208	32463 1.258	33753 1.308	35043 1.358
3	29985 1.162	31276 1.212	32566 1.262	33856 1.312	35146 1.362	36437 1.412
4	31379 1.216	32669 1.266	33959 1.316	35250 1.366	36540 1.416	37830 1.466
5	32772 1.27	34063 1.32	35353 1.37	36643 1.42	37933 1.47	39224 1.52
6	34166 1.324	35456 1.374	36746 1.424	38037 1.474	39327 1.524	40617 1.574
7	35559 1.378	36850 1.428	38140 1.478	39430 1.528	40720 1.578	42011 1.628
8	36953 1.432	38243 1.482	39533 1.532	40824 1.582	42114 1.632	43404 1.682
9	38346 1.486	39636 1.536	40927 1.586	42217 1.636	43507 1.686	44797 1.736
10	39740 1.54	41030 1.59	42320 1.64	43610 1.69	44901 1.74	46191 1.79
11	41133 1.594	42423 1.644	43714 1.694	45004 1.744	46294 1.794	47584 1.844
12	42423 1.644	43817 1.698	45107 1.748	46397 1.798	47688 1.848	48978 1.898
13	43920 1.702	45210 1.752	46501 1.802	47791 1.852	49081 1.902	50371 1.952
14				49184 1.906	50475 1.956	51765 2.006

**Appendix B**

**Toronto City Schools  
Extra Curricular Salary Schedule  
Base = \$25,805**

**Effective 9/1/11**

	%	25805 0	27198 1	28592 2	29985 3	31380 4
<b><u>CATEGORY I</u></b>						
Athletic Director	20%	5161	5440	5718	5997	6276
Sr. Hi Head Football	17%	4387	4624	4861	5097	5334
Sr. Hi Head Basketball (G&B)	15.50%	4000	4216	4432	4648	4864
Equipment Manager	9.50%	2451	2584	2716	2849	2981
Sr. Hi Asst. Football	12%	3097	3264	3431	3598	3765
Sr. Hi Asst. Basketball (G&B)	9.50%	2451	2584	2716	2849	2981
Sr. Hi Head Baseball	12%	3097	3264	3431	3598	3765
Sr. Hi Head Wrestling	12%	3097	3264	3431	3598	3765
Sr. Hi Head Track (G&B)	12%	3097	3264	3431	3598	3765
Freshman Basketball	9.50%	2451	2584	2716	2849	2981
Sr. Hi Asst. Wrestling	8%	2064	2176	2287	2399	2510
Sr. Hi Asst. Track (G&B)	8%	2064	2176	2287	2399	2510
Sr. Hi Asst. Baseball	8%	2064	2176	2287	2399	2510
Jr. Hi Head Football	6.50%	1677	1768	1858	1949	2040
Jr. Hi Head Basketball (G&B)	6.50%	1677	1768	1858	1949	2040
Jr. Hi Head Track	5%	1290	1360	1430	1499	1569
Jr. Hi Asst. Football	4.50%	1161	1224	1287	1349	1412
Jr. Hi Asst. Basketball (G&B)	4.50%	1161	1224	1287	1349	1412
Physical Fitness	4%	1032	1088	1144	1199	1255
Asst. Physical Fitness	1.50%	387	408	429	450	471
Sr. Hi Golf	5%	1290	1360	1430	1499	1569
Sr. Hi Softball	12%	3097	3264	3431	3598	3765
Sr. Hi Asst. Softball	8%	2064	2176	2287	2399	2510
Sr. Hi Volleyball	12%	3097	3264	3431	3598	3765
Sr. Hi Asst. Volleyball	8%	2064	2176	2287	2399	2510
Jr. Hi Volleyball	5%	1290	1360	1430	1499	1569
Jr. Hi Asst. Volleyball	4%	1032	1088	1144	1199	1255
<b><u>CATEGORY II</u></b>						
Marching Band Director	12%	3097	3264	3431	3598	3765
Asst. Marching Band	7%	1806	1904	2001	2099	2197
Jr. Hi Instrumental Music	4%	1032	1088	1144	1199	1255
<b><u>CATEGORY III</u></b>						
Sr. Hi Cheerleading	12%	3097	3264	3431	3598	3765
Jr. Hi Cheerleading	5%	1290	1360	1430	1499	1569
<b><u>CATEGORY IV</u></b>						
Senior Class Advisor	5%	1290	1360	1430	1499	1569
Junior Class Advisor	5%	1290	1360	1430	1499	1569
Yearbook Advisor	5%	1290	1360	1430	1499	1569
Yearbook Business Manager	3%	774	816	858	900	941

CATEGORY V

Musical	5%	1290	1360	1430	1499	1569
Orchestral Music	1.50%	387	408	429	450	471
Sr. Hi Vocal Music	6%	1548	1632	1716	1799	1883
Jr. Hi Vocal Music	2%	516	544	572	600	628

CATEGORY VI

Journalism	3.50%	903	952	1001	1049	1098
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CATEGORY VII

Department Heads	3%	774	816	858	900	941
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CATEGORY VIII

Jr./Sr. Play	3.50%	903	952	1001	1049	1098
Destination Imagination	4.50%	1161	1224	1287	1349	1412
Stage Art	2%	516	544	572	600	628

Longevity Pay	\$150 at 10th year, \$250 at 15th year, \$350 at 20th year
Summer Music Marching Band	3 weeks at current salary schedule
Summer Music Asst. Band	1 week at current salary schedule
Volunteer Coaches	No compensation
Club Sponsors	\$100 per year for each recognized club

**Appendix B**

**REF. GROUPING OF CATEGORIES APPLICABLE FOR LONGEVITY PURPOSES  
(Supplemental Salary Schedule)**

CATEGORY I	Athletics Athletic Director Equipment Manager Physical Fitness
CATEGORY II	Marching Band
CATEGORY III	Cheerleading
CATEGORY IV	Senior Advisor Junior Advisor Year Book Advisor Year Book Business Manager
CATEGORY V	Musical Orchestral Musical Vocal Music High School Vocal Music Jr. High
CATEGORY VI	Journalism
CATEGORY VII	Department Heads
CATEGORY VIII	Jr.-Sr. Play Destination Imagination Stage Art

Volunteer Coaches – No Compensation

Appendix C

**GRIEVANCE REPORT FORM I, STEP ONE**  
**TORONTO CITY SCHOOL DISTRICT**

Grievance # \_\_\_\_\_

\_\_\_\_\_  
(Name of Grievant) (Date)

\_\_\_\_\_  
(Building) (Assignment)

A. Date Cause of Grievance Occurred \_\_\_\_\_

B. Date of Informal Meeting \_\_\_\_\_

C. 1. Statement of Grievance and provision(s) of contract allegedly violated.

\_\_\_\_\_  
\_\_\_\_\_

2. Relief Sought \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Signature) (Date)

D. Disposition of Immediate Supervisor \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Signature of Immediate Supervisor) (Date)

Appendix C

**GRIEVANCE REPORT FORM II, STEP TWO**  
**TORONTO CITY SCHOOL DISTRICT**

Grievance # \_\_\_\_\_

In Regard to GRIEVANCE REPORT FORM I (attached)

A. Date Disposition Received at Step One \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

B. Position of Grievant \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Signature of Grievant) \_\_\_\_\_ (Date)

C. Date Received by Superintendent \_\_\_\_\_

D. Disposition of Superintendent \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Signature of Superintendent) \_\_\_\_\_ (Date)

**Appendix C**

**GRIEVANCE REPORT FORM III, STEP THREE**  
**TORONTO CITY SCHOOL DISTRICT**

Grievance # \_\_\_\_\_

In regard to GRIEVANCE REPORT FORMS I, AND II (attached):

A. Date Disposition Received at Step Two \_\_\_\_\_

B. Position of Grievant \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Signature of Grievant) (Date)

C. Date Received by Board \_\_\_\_\_

D. Disposition of Board \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Signature of Grievant) (Date)

Appendix C

**GRIEVANCE REPORT FORM IV, STEP FOUR**  
**TORONTO CITY SCHOOL DISTRICT**

Grievance # \_\_\_\_\_

In regard to GRIEVANCE REPORT FORMS, I, II AND III (attached); request is made for a hearing before an arbitrator as provided in Step IV of the grievance procedure.

\_\_\_\_\_  
(Signature of Grievant)

\_\_\_\_\_  
(Date)

Received by Superintendent or His/Her Designated Representative:

\_\_\_\_\_  
(Signature of Superintendent)

\_\_\_\_\_  
(Date)

**Appendix D**

**TORONTO CITY SCHOOLS  
Medical Benefits**

PLAN TYPE	Comprehensive PPO Plan	
	Network Benefits	Out of Network Benefits
Waiting Period & Eligibility	Coverage begins on the first day of active employment	Coverage begins on the first day of active employment
Dependents Covered	Spouse & children to age 23	Spouse & children to age 23
Calendar Year Deductible		
Per Person	\$200	\$400
Per Family	\$400	\$800
Benefit Percentage Payable	80%	60%
Maximum Out-of-Pocket Limits Per Calendar Year (excl. deductible)	\$750 per person and \$1,500 per family	\$1,500 per person and \$3,000 per family
Lifetime Maximum Benefits	\$1,000,000	\$1,000,000
Coinsurance Levels	80%	60%
Pre-Admission Notification	Yes	Yes
Inpatient	80% after deductible to out of pocket limit	60% after deductible to out of pocket limit
Surgery	80% after deductible to out of pocket limit with SSO at 100% and no deductible	60% after deductible to out of pocket limit, with SSO at 100% and no deductible
Surgical Assistant	80% after deductible to out of pocket limit	60% after deductible to out of pocket limit
Emergency Room Charges (all charges, including physician charges, rendered in the emergency room)	80% after deductible for emergency room	
Physician Office Visit	80% after deductible to out of pocket limit	60% after deductible to out of pocket limit
Specialist Office Visit	80% after deductible to out of pocket limit	60% after deductible to out of pocket limit
Diagnostic Lab & X-ray	80% after deductible to out of pocket limit	60% after deductible to out of pocket limit
Radiotherapy	80% after deductible to out of pocket limit	60% after deductible to out of pocket limit
Speech Therapy	80% after deductible to out of pocket limit	60% after deductible to out of pocket limit
Outpatient Physical Therapy	80% after deductible to out of pocket limit	60% after deductible to out of pocket limit
Chemotherapy	80% after deductible to out of pocket limit	60% after deductible to out of pocket limit
Outpatient Cardiac	80% after deductible to out of pocket limit	60% after deductible to out of pocket limit
Second Surgical Opinion Benefit	100%; deductible waived	

## Appendix D

### TORONTO CITY SCHOOLS Medical Benefits

Plan Type	Comprehensive PPO Plan	
	Network Benefits	Out of Network Benefits
Outpatient Mental/Nervous – the maximums shown apply toward each other	80% after deductible to max of 30 visits per calendar year	60% after deductible to max of 15 visits per calendar year
Outpatient Substance Abuse – the maximums shown apply toward each other	80% after deductible to max of 30 visits per calendar year	60% after deductible to max of 15 visits per calendar year
Inpatient Treatment of Mental/Nervous Disorders and/or Substance Abuse Benefits-max of 30 days per calendar year	80% after deductible	60% after deductible
Outpatient Accident	80% after deductible to out of pocket limit	60% after deductible to out of pocket limit
Voluntary Sterilization	80% after deductible to out of pocket limit	60% after deductible to out of pocket limit
Ambulance	80% after deductible to out of pocket limit	60% after deductible to out of pocket limit
Home Health Care – maximum of 100 visits per calendar year	80% after deductible	60% after deductible
Durable Medical Equipment	80% after deductible to out of pocket limit	60% after deductible to out of pocket limit
Skilled Nursing Facility – maximum of 50 days per calendar year	80% after deductible	60% after deductible
Hospice	80% after deductible to out of pocket limit	60% after deductible to out of pocket limit
Chiropractic Services	80% after deductible to out of pocket limit	60% after deductible to out of pocket limit
Radial Keratotomy, Refractive Keratoplasty & any other procedure to correct nearsightedness & farsightedness	Not covered	Not covered
Abortion	80% after deductible to out of pocket limit	60% after deductible to out of pocket limit
Transgender	Not covered	Not covered
Well Child Care	80% after deductible to a maximum benefit of \$500 from birth to age 1 and \$150 per calendar year from age 1 to age 9	60% after deductible to a maximum benefit of \$500 from birth to age 1 and \$150 per calendar year from age 1 to age 9
Adult Preventative Care		Not covered
Routine Mammograms	80% after deductible 1 test from age 35-40 Biennially age 40-50 Annually age 50 and older	60% after deductible 1 test from age 35-40 Biennially age 40-50 Annually age 50 and older
Routine Pap Smears	80% after deductible (1 per year)	60% after deductible (1 per year)

**Appendix D**

**TORONTO CITY SCHOOLS  
Medical Benefits**

Plan Type	Comprehensive PPO Plan	
	Network Benefits	Out of Network Benefits
Podiatry	80% after deductible to out of pocket limit	60% after deductible to out of pocket limit
Prescription Drug Benefit	(Through Advance PCS)	
Generic Drug Co-Payment	\$10	
Non-Generic Drug Co-Payment	\$20	
Limited to greater of 34 day supply or 100 quantity		
Mail Order Drug Benefit	(Through Advance Rx.com)	
Generic Drug Co-Payment	\$20	
Non-Generic Drug Co-Payment	\$35	
Limited to 90-day supply		

**Appendix E**

**Toronto City Schools**

**VSP Rates Presented to:**

**VSP**

**OME-RESA**

**VSP Well Vision Plan Mod A (24/24/24)** Eye exam every 24 months, spectacle lenses or contact lenses every 24 months, frame every 24 months.

**FULLY INSURED**

**100% Employee Paid  
Exam Plus Allowance Plan**

<b>Plan Mod A (24/24/24)</b>	<b>Standard</b>
<b>Copayment - \$15 Exam Only</b>	
<b>Employee Only</b>	<b>\$3.43</b>
<b>Employee + Family</b>	<b>\$7.36</b>

**Assumptions:** The above rates are based on 1981 eligible employees for an additional division under the OME RESA contract, group #12023898. The above rates are based on a \$100 materials allowance and are valid for an effective date on or prior to 1/1/05.

**Terms:** Contracts will be issued for two years unless other arrangements are made with VSP in advance. VSP will consider longer rate guarantees, but at higher rates. If it is necessary to raise our rates at the end of the contract period or any month thereafter, you will be notified at least 60 days in advance. These rates are based on the assumption that VSP will receive these amounts over the full plan term. Financial penalties may apply in the event of early termination of the contract.

There will be an annual enrollment period established by the Board, and there will be a minimum one-year enrollment required of employees wishing to participate in the vision plan. The monthly premiums, the continued availability of the plan, and the level of benefits provided are subject to change at the discretion of VSP and/or OME-RESA.

**TWO YEAR GUARANTEE**

**May 19, 2004**