TOLEDO FEDERATION OF TEACHERS

AFT. AFL-CIO

2013 2016

AGREEMENT

TPS PROUD

Toledo Public Schools

AGREEMENT

between

THE TOLEDO BOARD OF EDUCATION

and

THE TOLEDO FEDERATION OF TEACHERS

A STATEMENT FROM THE SUPERINTENDENT TOLEDO PUBLIC SCHOOLS

Dear Colleagues:

It has been an exciting time for Toledo Public Schools as we have implemented the first phases of the transformation plan, secured grant funding to expand academic programming to our students, broadened our partnerships and reached out to our community in effective new ways. While we have made progress, we need to continue working together to move the district forward and overcome our challenges. This new agreement is the framework for creating opportunities for our students, our staff and our future.

As the momentum continues to build across our district, I want to acknowledge the collaboration between the administration and the Toledo Federation of Teachers. The work that we are doing together to benefit our students is being recognized locally, regionally and at national levels. This new agreement is an extension of this work.

I look forward to writing the next chapter of Toledo Public Schools' history and reinforcing the positive impact of public education on our students and a community as a whole.

Sincerely,

Dr. Romules Durant
CEO/Superintendent

A STATEMENT FROM THE PRESIDENT OF THE TOLEDO FEDERATION OF TEACHERS

This contract is the result of determination and resolve. Just three short years ago, the TPS Board of Education proposed the elimination of all provisions protecting the working conditions of our members. TFT did not let that happen. Instead, TFT ensured the continued professionalism of our teachers while safeguarding the integrity of our classrooms. This tradition of determination and resolve continues and is demonstrated by the fact that the TFT Negotiating Team was not only able to preserve but also strengthen the leadership roles of our members while protecting contract language during this last round of negotiations. Moreover, the main goal of TFT is and will continue to be the support and advancement of its educators as professionals deserving the respect of the district and community. Additionally, I would like to extend my deep appreciation to the American Federation of Teachers for all of their support.

In solidarity,

Kevin Dalton, President
Toledo Federation of Teachers

TOLEDO
FEDERATION OF TEACHERS
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TOLEDO BOARD OF EDUCATION

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I. RECOGNITION;DEFINITIONS;

MAJORITY RIGHTS; AGENCY SHOP; BUILDING PRIVILEGES.

A. Recognition

1. The Board of Education recognizes the Toledo Federation of Teachers as sole and exclusive bargaining agent for all teachers which shall include: all classroom teachers,physical and occupational therapists and similar special education personnel, teachers of special education, visiting teachers, Family Life Education teachers, bilingual teachers, long-term substitutes, continuous building substitutes, nurses, practical nurse trainers, librarians, Spanish-speaking assistant teachers, social workers, administrative interns, all teachers of Adult, Vocational or Apprentice programs whether day or night classes, athletic directors, teachers on leave, teachers on special assignment, attendance coordinators, tutors with degrees, Home Visitation teachers and any of the above working under outside or shared jurisdiction, including any of the above funded by the Board but working in parochial or private schools. Such personnel shall be represented solely by the Federation in all matters of salary, fringe benefits and all other conditions of employment.
2. In the event there is a position title change of any job class in the bargaining unit, or if a position in the bargaining unit is reclassified, said position shall remain part of the bargaining unit.
3. In the event a new position is created as a result of state or federal grants or otherwise, the Board will consult with the Federation prior to the time the position is created to determine whether the position shall be included within the teacher bargaining unit. If it is agreed that the position should be placed in the teacher bargaining unit, the Board and the Federation will negotiate the terms and conditions, including salary and hours, of such position. If the parties disagree as to whether the position should be placed in the teacher bargaining unit, the parties agree to submit to final and binding arbitration or to S.E.R.B. the question of whether the duties of the position are compatible with duties already performed by bargaining unit members and do not involve supervision of bargaining unit members. If the duties are compatible and no supervision of bargaining unit members is involved, the position shall be placed in the teacher bargaining unit and the terms and conditions, including salary and hours, of such position shall be negotiated by the Board and the Federation.
4. The Board shall not recognize any other teacher organization during the term of this agreement, nor contribute in any way to the growth or creation of rival teacher organizations by extending to them any rights or privileges recorded in these policies which were earned

by the Federation in a representation election.

5. Copies of any or all information, statistics, and records deemed to be relevant to negotiations, or reasonably necessary for the proper enforcement of the terms of these policies, shall be made available by the Board within seven (7) workdays to the Federation upon its request.
6. No person or persons represented by the bargaining agent shall bargain individually or collectively with the Board concerning any terms or provisions of this agreement except through authorized representatives of the Federation.
7. Principals shall meet only with a Federation representative for the purpose of implementing or establishing building policy.
8. A teacher may be placed in an acting administrative assignment for a period of not more than one (1) year. In such cases the teacher will remain in the Federation bargaining unit, but will be paid under applicable administrative pay rates. The teacher shall be ineligible to hold a position as building representative or committee member for the Federation under its rules.
9. In the event the Toledo Public Schools is awarded the Head Start Program, the Toledo Federation of Teachers shall be recognized as the sole and excluse bargaining agent for all teachers (as defined In the current CBA) and paraprofessionals working In the program, but the parties shall negotiate a Separate article in the CBA governing the wages, fringe benefits and other terms and conditions of employment of the employees working in the Head Start Program.

B. Definitions

1. Whenever the term "school" is used, it is to include any work location, or functional division or group in which a grievance can occur. When referring to a school, the following definitions and examples as the schools were configured at the time of this adoption shall apply:
   a. "Elementary" shall refer to a school with any grade configuration as follows: (Pre K) (K-5) (K-6) (K-7) (K-8).
   b. "Middle" shall refer to a school with grades configured as follows: (6-8) or (7-8). At the commencement of the 2011-2012 school year, the District eliminated most middle schools as a result of its Transformation Plan. However, this definition is being retained in the event the District retains or creates any middle schools during the term of this agreement.
   c. "Senior" shall refer to a school with grades configured as (9-12).
   d. "Secondary" shall refer to any middle, junior high, or senior high school individually and/or collectively.

e. Special education classes at these schools that have students in grades outside of these configurations will not change the references to"Elementary", "Middle", or "Senior." An example: A middle school with a grade five student in a special education class shall not cause the school to be reclassified as an "elementary" school.

f. "Departmental"," Departmentalized", or "Department" when applied to a school shall mean those schools that have subject departments such as Language Arts or Science. "Middle, Senior, and Secondary" describe "departmentalized" schools.

2. Whenever the term "principal" is used, it is to include the administrator of any work location, functional division, or group.
3. Whenever the term "teacher" is used, it is to include all members of the teacher bargaining unit.
4. In reference to definitions 1, 2 and 3, whenever the singular is used, the plural is also understood.
5. Whenever the term "long term substitute" is used it refers to any non-contract teacher assigned to the same position for a period of more than fifty-nine (59) days.
6. Whenever the term "continuous building substitute" is used, it refers to those substitutes assigned on a continuous basis to a single school each day after the fifty-ninth (59th) day.
7. Whenever the term "classroom teacher" is used, it shall include all members of the bargaining unit as defined above.
8. Whenever the term "Federation Building Committee" is used, it shall mean the school teacher committee authorized by the Federation, and elected by teachers in the building.
9. Whenever the term "Federation Representative" is used, it is to mean the Federation Building Representative, or his/her designee, or a representative of the office of the Federation authorized by the president.
10. Whenever the term "Board" is used, it shall include the Toledo Board of Education or its designated representatives.
11. Whenever the term "Federation" is used, it shall mean the official bargaining agent for the bargaining unit, and it also shall include any authorized, elected or appointed representative of the Toledo Federation of Teachers.

C. Majority Rights

1. The Federation shall have exclusive right to participate in all teacher orientation meetings.
2. Authorized representatives of the Federation shall have the right to appear and speak at all regular and special meetings of the Board of Education. The Federation shall be given a place on such meeting agendas for the purpose of being heard. Other teacher organizations shall not be seated or placed on the Board's agenda or be heard on matters relating to school policies or provisions of this

agreement except in cases when these matters have been previously submitted to the Federation with no resulting action. Members of the bargaining unit shall not appear before the school board as an individual complainant, or as a member of a group with a complaint, where the complaint is subject to collective bargaining between the Board and the Federation as defined in O.R.C. 4117.01(b). Members of the bargaining unit who have complaints as parents on matters concerning their own children shall use the Board's "Public Complaint Form" referral process before attempting resolution with school board members. Individual teachers with contractual grievances will not present such grievances to the Board except through the grievance procedure in Article II, subject to their right, pursuant to 4117.03(A)(5) to discuss problems with their supervisor or with the Human Resources Office.

3. The Federation shall have exclusive teacher organization right to the use of school bulletin boards, mailboxes, inter-school mail delivery, facilities for the purpose of meetings and leave privileges for organizational functions until such time as a valid and lawful challenge to the certification status of the Federation is recognized by S.E.R.B. Organizations which purport to represent teachers for purposes of collective bargaining, or organization for collective bargaining, shall not have the right to use the aforementioned items.
4. The Federation shall have exclusive teacher organization right to have announcements read or printed in all other Board communications media subject to the provisions of this agreement.

D. Payroll Deduction — Agency Shop

1. The Federation shall have the exclusive teacher organization right to payroll deduction of dues. Such payroll deduction for the Federation shall be in twenty (20) equal amounts beginning September through June.
2. The Board shall supply to the Federation a monthly list of those members from whom salary deductions have been made. Enrollment shall be on a monthly basis.
3. Request for cancellation of membership shall conform to past practice.
4. The Board, upon proper notification by the Federation, shall deduct membership dues on the same schedule as in D-1, above.
5. All members of the bargaining unit shall pay, as a condition of employment, an agency (fair share) fee to the Federation, if they have chosen, or choose, not to become members of the Federation. The fair share fee shall be subject to O.R.C. 4117.09(C). The deduction of this fee by the Board shall not require written authorization from the individuals who choose, or have chosen, agency status.
6. The fair share fee shall not exceed the membership dues. Administration of the fair share fee shall be subject to

O.R.C. 4117.09(C).

7. The Board shall provide the Federation a list of new teachers, teachers returning from leaves of absence, teachers granted leaves of absence, and separations on a weekly or timely basis.
8. In the event the Board is held to be responsible for the repayment of monies paid to the Federation pursuant to this fair share agreement, the Federation, to the extent of those funds actually received, shall reimburse same to the Board and/or the designated bargaining unit employees involved.
9. If any provision of this section is invalid under federal or state law, said provision shall be modified to comply with the requirements of said federal or state law.
10. The Board and the Federation agree that pursuant to the authority of Sec. 4117.10 O.R.C. they will exercise their legal rights to seek recovery of court and legal costs incurred when they are required to defend their rights under this section of Article I, or under O.R.C. 4117.09(C).

E. Building Privileges

1. An adequate bulletin board space shall be provided (in each school office) for the posting of all Federation materials. Such posted materials must bear the signature or initials of the Federation Building Representative. The Federation shall have the right to distribute bulletins and other pertinent materials by placing them in the mailboxes of teachers and other professional employees. Other materials directed to teachers from organizations outside the school system shall be prohibited unless mutually agreed by the Federation and the Board.
2. The Federation Building Representative for each school shall be permitted to perform the necessary duties of the office. Every effort will be made by the Board to relieve the Federation representative from a home room assignment, when possible, in high schools. Federation representatives in comprehensive high schools school shall be scheduled an additional planning period of not less than forty-five (45) minutes per day.
3. The principal of a school shall meet at least twice a month with the Federation Building Committee at the request of either party to discuss school operations and questions relating to the implementation of these policies. Proposed changes in existing policies and procedures which affect members of the bargaining unit for that school shall be subjects for discussion at such meetings in a spirit of cooperation. New individual school policies and procedures, or changes in existing school policies and procedures, shall be discussed at the building level between the principal and the Federation Building Representative upon request. This shall not preclude the Building Committee from meeting when it so requests. Such policies or procedures implemented shall be consistent with this contract. However, if

either the principal or the committee, or both, desire to modify certain contractual provisions, such proposed modification shall be reviewed by a joint committee appointed equally by the superintendent and the Federation president and its mutual decision to modify such contractual terms shall constitute consent to modify. Such modifications shall be reduced to writing and forwarded to the school and shall be applicable at the school and enforceable as a collateral agreement. A place on the agenda of building teachers' meetings shall be reserved for the Federation Building Representative for reports and announcements.

   a. The Federation Building Committees shall not exceed in size seven (7) members in high schools and five (5) members in elementary schools.

4. In the schools where there is no Federation representative, a teacher in that building shall be appointed by the Federation as Building Representative. The president of the Federation shall notify the principal and teachers of the building of the name of the appointee. Non-bargaining unit members, and persons or teachers who are not Federation members, shall neither interfere in nor attempt to influence the election of the Federation Building Committee. **Disregard of this warning may result in nullification of the election.**
5. The Board shall permit the Federation president or his/her teacher designee to visit the schools to investigate working conditions, teacher complaints or problems, or for any other purpose relating to the terms and conditions of these policies. Upon arrival at the school, the Federation representative shall announce his presence to the school principal or his designee. If conferences with teachers are necessary, they shall be scheduled so as not to interfere with the instructional program of the school when possible.
6. Whenever members of the bargaining unit are mutually scheduled by the parties to participate during working hours in conferences, meetings, or in negotiations respecting new policies, they shall suffer no loss in pay.
7. The Federation Building Representative, or his/her designee, shall serve as official teacher representative to the parent school unit, and together with two (2) teacher representatives appointed by the Federation, shall represent teachers concerning building renovations and purchased supplies or equipment when such decisions involve the parents.
8. Federation Building Representatives shall have advance access to such information as may be necessary to perform their duties, including teacher schedules, room assignments, **athletic budgets and expenses** allocation of non-teaching time.

F. Miscellaneous Rights

1. The Superintendent of Schools and designated assistants shall meet with the Federation president and assistants upon the request of either party to discuss matters of educational policy and development as well as matters relating to the implementation of this agreement.
2. Teachers, not to exceed_four (4) in number, who are elected or appointed to full or part-time positions with the Federation, or any organization with which it is affiliated will, upon proper application, be reassigned without pay, except as hereinafter recited, for the purpose of accepting these positions. The Federation will reimburse the Board, as outlined in Appendix U, for the costs associated with any teacher so reassigned. Teachers granted such leaves of absence shall continue to accrue seniority for salary increments and seniority for all other purposes as though they were in regular service. Upon return to service they shall be placed in the departmental and school assignment which they left, or one mutually agreed upon, with all accrued benefits, seniority and increments that they would have earned had they been in regular service.
3. The Board agrees not to adopt any other policies that would in any way negate or change the policies set forth herein. Past policies not amended or altered remain in effect. The Board's **Policies, Laws, and By-laws** will be revised to conform to these negotiations.
4. Subject to the exceptions contained in this agreement e.g., final and binding arbitration, nothing contained in this agreement shall be construed to deny to any bargaining unit member or the Board the right to resort to legal proceedings, provided existing appeal provisions of this agreement have been exhausted.
5. The terms of this contract shall be amended by mutual agreement if they are found to be inconsistent with constitutional, statutory, or other legal provisions. If any provision of this contract is found to be contrary to law by the Supreme Court of the United States, or by any court of competent jurisdiction from whose judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be modified forthwith by the parties hereto to the extent necessary to conform thereto. In such case, all other provisions of this contract shall remain in effect.
6. A specific provision of these policies may be temporarily suspended or altered only upon written consent of both parties.

G. Fair Practices

1. In accord with the Board policy, no person or persons, departments or divisions responsible to the Board shall discriminate against any employee on the basis of race, creed, color, national origin, sex, **sexual orientation,** age, marital status, disability or membership in or association with the activities of the Toledo Federation of Teachers.

2. The Federation agrees to represent all teachers equally. However, the Federation reserves the right to decline to process a grievance to arbitration.

II. GRIEVANCE PROCEDURE

A. Definition

A grievance is any complaint brought by any member of the bargaining unit (tenure and/or non-tenure probationary teacher) or the Toledo Federation of Teachers where it is alleged that (1) there is a violation, misinterpretation, or misapplication of the provisions of these policies or of established policy or practice, or that (2) his health or safety is jeopardized by conditions which can be reasonably corrected by the employer. As used in this Article, the term teacher shall mean either an individual, a group of teachers having the same grievance, or the Toledo Federation of Teachers.

B. Procedure

Grievances shall be presented and adjusted in accordance with the following procedures:

Informal Procedure — If conditions for a grievance occur, teachers and administrators are encouraged to maintain communications; however, should a grievance arise at a school, either the teacher with a grievance, or the Federation Building Representative, or both, shall first discuss the matter with the principal or administrator concerned with the objective of resolving the matter informally.

Formal Procedure

Level 1. In the event the matter is not resolved informally, the grievance, if authorized by the Federation, shall be submitted in writing on forms provided by the Federation to the principal of the school, or administrator who is being grieved against, within thirty-five (35) school days following the act or condition which is the basis of the grievance if it is known to the grievant.

a. A grievance can be submitted and thereafter discussed with the appropriate administrator who is grieved against:
   (1) by a teacher accompanied by the Federation Building Representative if authorized by the Federation.
   (2) by a teacher accompanied by another Federation member at the school if authorized by the Federation.
   (3) by an official designated by the Federation.

b. Within five (5) school days after receiving the grievance, the appropriate administrator shall state his/her decision in writing together with the supporting reasons, and shall furnish one copy to the teacher who lodged the grievance, and two copies to the Federation representative.

c. Failure to respond within the five (5) school days shall result in the grievance automatically advancing

to the next level.

d. When the grievance is filed against an administrator who is stationed outside a school building work site, it shall be considered a Level 2 grievance. If the Federation files a grievance in its name, it shall be considered a Level 2 grievance. However, the Superintendent, or his designee, may direct the grievance filed in the Federation's name back to Level 1 if appropriate for resolution at that level.

Level 2. Within seven (7) days after receiving the decision at Level 1, the aggrieved teacher through the Federation representative, or the Federation in its own name, may appeal from the decision at Level 1 to the Superintendent or his designee. The appeal shall be in writing and shall be accompanied by a copy of the decision and all written statements used in Level 1, if applicable.

a. Within seven (7) school days after delivery of the appeal, the Superintendent or his designee shall investigate the grievance, including giving all persons who participated in Level 1, and representatives from the Federation office a reasonable opportunity to be heard. Upon request of the superintendent or his designee or the Federation, all parties will meet at the same time.

b. Within seven (7) school days after the hear ing referred to in **(**a**)** above, the Superintendent or his designee shall communicate his decision in writing, together with the supporting reasons, to the aggrieved teacher, to the representative designated by the Federation who participated in this level, and to the Federation, principal or administrator involved.

Level 3. Within seven (7) school days after receiving the decision of the Superintendent or his designee, the Federation may appeal the decision in writing to the Board of Education which shall give the Federation opportunity to be heard. The Board of Education shall communicate this decision in writing together with supporting reasons to the Federation within fifteen (15) school days after delivery of the appeal.

C. Arbitration

1. In the event a dispute or difference as set forth in (A) above, has not been settled under the procedure in (B) above, **only at the election of the Federation may the dispute be submitted to binding arbitration.** Should the Federation choose not to arbitrate, the decision at Level 3 shall be final and binding upon the parties and all other personnel affected.
2. A request for a panel of nine (9) arbitrators shall be sent within twelve (12) school days to the Federal Mediation and Conciliation Service (F.M.C.S.) with a copy to the Human Resources Office.
3. The parties shall mutually select one person to act as

arbitrator by alternately striking names from the list of nine (9) received from the F.M.C.S. The party to strike first shall be decided by lot. The time of such an arbitration hearing shall be within sixty (60) days from the date of notification of the intention to arbitrate unless the selected arbitrator requests an extension of this time due to scheduling problems.

4. The arbitrator shall hear only one grievance in each case provided however that all concerns arising from or out of a single occurrence or series of related occurrences shall be consolidated as a single grievance. He shall be bound by, and must comply with, all of the terms of these policies, unless the same is in direct conflict with an existing statute. He shall have no power to add to, delete from, or modify in any way any of the provisions of these policies. The decisions of the arbitrator shall be final and binding upon the parties and all other personnel affected. It is expressly understood and agreed that no controversy between the Board and the Federation with respect to contract renegotiation shall be subject to the provisions of this Article without specific written authorization of both parties. However, the arbitrator shall have the authority to award back-pay or make wage adjustments provided such adjustments are warranted as a result of the grievance testimony and findings.

   In the event a teacher receives a back-pay settlement or award for any calendar month for which no dues were deducted, a deduction for each such month shall be made from the settlement or award.
5. The Board agrees that it will apply to all similar situations the decisions of an arbitrator sustaining a grievance, and the Federation agrees that it will not bring or continue to bring grievances that are similar to a grievance denied by the decision of an arbitrator.
6. The cost and all expenses of the arbitrator shall be shared equally. All other costs shall be borne by the party incurring the cost. The Board shall provide the federation at no cost a copy of the transcript. (Per Article I, A-5 p. 2).

D. General Provisions

1. Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend. When such hearings are held during school hours, all employees who are directly involved at the hearing will be excused for that purpose with pay.
2. The grievance representative authorized by the Federation shall be granted released time with pay for all formal grievance hearings under sections B and C. Similar arrangements under the informal procedure of section B must be agreed to by the Federation and the Human Resources Office.

3. The fact that a grievance is raised by an employee, regardless of its ultimate disposition, shall not be recorded in the employee's file or in any file or record; nor shall an employee be placed in jeopardy or be subject to reprisal for having followed this grievance procedure. When the Federation and the Board agree that harassment has occurred as a result of participation in the grievance process, the grievance shall be first heard at Level 2.
4. Principals shall make arrangements to allow reasonable time without loss of salary for each Federation Building Representative to investigate grievances within his/her building. In the event clarification is necessary as to what constitutes reasonable time, the President of the Federation and the Chief of Staff shall, after consultation, make the final determination.
5. No grievant at any stage of the grievance procedure will be required to meet with any administrator without authorized Federation representation concerning the grievance.
6. If a grievance arises from the action of authority other than the principal of a school, the grievant, or the Federation, may present such grievance directly to the authority involved. If the grievance is not satisfactorily resolved at this meeting, the grievant or the Federation may proceed to the next level.
7. If a grievance is of such nature as to require immediate action such as may be required in transfer cases, the person acting for the Federation may appeal immediately to the office or person empowered to act, and said office or person will attempt to resolve the matter jointly with the Federation representative. If the matter is not resolved, it may be appealed through the grievance procedure beginning with the next level.
8. Failure to communicate a decision on a grievance at levels two or three of this procedure within the specified time limits shall permit lodging an appeal at the next level of this procedure within the time allotted had the decision been given. Failure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision. When the alleged cause for a grievance occurs, the first level of the grievance process must be taken within thirty-five (35) school days of its occurrence or of the grievant's or the Federation's awareness of its occurrence. The Board and Federation will make every effort to process its grievances at the earliest possible date after its awareness.
9. The time limits specified in this procedure may be altered in any specific instance by mutual agreement in writing.
10. The grievance procedures provided in these policies shall be supplementary to or cumulative with, rather than exclusive of, any procedures or remedies afforded to any teacher by law except as excluded herein.

11. Federation grievances chairpersons should be given their planning period the last period in the day and they will be permitted to leave their buildings to carry on union business when it is necessary.
12. No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.

III. SENIORITY

Definitions

As used in this agreement, seniority is defined as follows:

1. SYSTEM SENIORITY
   Total amount of time a teacher has been continuously employed by the Board in the bargaining unit. (See Article XVIII, D, for provisions relating to long-term substitute service.)
2. SYSTEM CLASSIFICATION SENIORITY
   Total amount of time teaching as: a) in grades (K-5), (K-6), (K-7), (K-8), while teaching in an elementary school; b) 6-12 department members while teaching in a secondary school; or c) system-wide department members regardless of grade level.
3. SYSTEM-WIDE DEPARTMENT SENIORITY
   Total amount of time teaching in a system-wide department unrelated to an individual school. (See D below for a list of these departments.)
4. BUILDING SENIORITY
   Total amount of time teaching in a particular school.
5. DEPARTMENT SENIORITY
   Total amount of time teaching in a particular 6-12 department counting only those years the teacher has taught at least three (3) classes/ units in a department regardless of the school.

A. System seniority, or departmental seniority, or system classification seniority, or system-wide departmental seniority, whichever is applicable, are used in this agreement in all cases except to determine a reduced enrollment transfer. The following factors will govern the use of system seniority, system classification seniority, departmental seniority and system-wide departmental seniority:

1. Seniority shall begin to accrue the day the teacher first reports to work on or after the first day of school.
2. Seniority will be maintained continuously while the teacher holds a valid contractual relationship with the Board, even if the teacher should be on leave. Acceptance by the Board of a recommendation for a teaching position is considered a valid contractual relationship.
3. If a teacher resigns and returns as an employee of the Board, previous seniority will be lost.
4. See Article XII for layoff and recall rules governing

administrators.

B. Since teachers are assigned to serve as elemenary or senior high teachers, system classification seniority shall be interpreted as the total amount of time spent in the following classifications:

(a) elementary
(b) senior high departments
(c) system-wide department.

Department Seniority

C. Departmental seniority shall begin at the time the teacher first teaches at least three (3) classes/units in a department, within a departmental school, and shall be accumulated thereafter. Full-time teachers scheduled in more than one school who do not teach at least three (3) classes in either location, and thereby fail to qualify for departmental seniority, shall not be issued preference sheets. (See Article IV, A-1, c and d.)

If such assignments includes at least three (3) total classes/units among the schools, departmental seniority shall be credited for such service at the time the teacher does qualify for departmental seniority at a school under the three class/units rule.

1. If two or more classes are taught at the same hour, credit will be given for each class/unit. Classes using different adopted texts or materials shall be considered different preparations.
2. Teachers who teach in the same department in both middle and senior high school may count all such service toward total departmental seniority. Teachers who teach in grades 6-8 in an elementary school may count all such service for elementary classification seniority . If they teach three classes per day in a single subject, they may count such service for department seniority as well.
3. Seniority in one department shall not be abrogated if interrupted by service in another department, but dual seniority may not accrue unless there is actual three class/unit compliance in both departments at the same time.
4. Middle school teachers in non-departmentalized schools shall be credited with departmental seniority upon assignment to a departmentalized middle or senior high school. Such credit shall be assigned by mutual agreement of the Board and the Federation. Conflicts between the Board and Federation shall be resolved through the grievance procedure.

System-Wide Seniority

D. Some classes of teachers are considered to have **system-wide departmental seniority** unrelated to an individual school. Hence, music, reading, specialists, driver education, home economics teachers, speech and language therapists, librarians, nurses, physical education specialists, visiting teachers, teachers of the

gifted, career education teachers, art teachers, ESL teachers, and special education teachers because of special certification and unique job descriptions will have first opportunity to fill vacancies within their departments.

1. Transfers in system-wide departments shall be available first to members of the department. When it is necessary to fill a vacancy in a department from outside the department, transfers will follow the involuntary and voluntary transfer rules in Article VIII.
2. Vacancies in a K-12 classification are not available to system-wide department members except through the normal transfer process.
3. When a member of a system-wide department transfers to another classification outside the system-wide department, **building seniority shall be credited at that time to include the system-wide departmental seniority accrued provided the vacancy filled is in the same school where the system-wide assignment took place.**

Building Seniority

E. Building seniority shall accrue at each building to which a teacher is assigned. Full yearly credit shall be accrued except in those instances when an assignment at a school is for less than a school year. Partial years shall be credited based on months served. Half-day employment teachers are governed by F-3, below. **Such seniority shall be used only to determine a reduced enrollment transfer.** Teachers on leave shall continue to accrue building seniority unless otherwise noted in this agreement. (See Article XXX General, A 1-4.)

1. Building seniority shall not accrue during the time a reduced enrollment transferee is out of his/her home school. However, actual service at any school will be entered and credited in the teacher's personnel file for the school in which service was performed. Service need not be continuous in order to accrue. In a departmentalized school, all building seniority accrued within a school, regardless of the department in which service was rendered, shall be counted for the purpose of determining a reduced enrollment transfer from the department affected by the enrollment decrease.
2. In elementary schools all service at the school shall be credited in determining a reduced enrollment transfer.
3. When a school is closed, or entire classes, Grades, or departments, closed or moved, teachers affected shall carry their building seniority to their new work location.
4. When grade levels, departments, classes/units or other classifications are moved, the teacher(s) affected shall have the first opportunity to move.

If the teacher declines, the teacher with the least building seniority shall move. An entire classroom/ unit of students must be moved to actuate this transfer process, or the move must result in the reduction of a position. (See Article X for further details.)

5. Reduced enrollment transfers that result in placements after the opening of school through October 20th shall be credited with building seniority to the opening of school.
6. For further information about reduced enrollment transfers, refer to Article VIII, B.

F. General

1. In cases of tied building seniority, the person with the greater system seniority shall be considered to have the greater seniority.
2. If there is a tied system, system-wide departmental or system clarification seniority, the tie shall be broken by using the last four (4) digits of the Social Security number with the exception of permanent numbers drawn for those hired on August 29, 2000, August 29, 2001, and August 26, 2002.
3. Half day employment is credited as full system seniority but other seniority is credited at one-half effective August 1, 1988.
4. Seniority lists will be maintained by the personnel office for summer school programs, adult education programs, and all hourly teachers. Copies shall be provided to the Federation upon request.
5. Seniority is discussed in other sections of this agreement. Consult applicable Articles.
6. On February 1 of each year the Board shall issue lists for each seniority category for unit members. A copy shall be provided to the Federation.

IV. TEACHING ASSIGNMENTS

A. Preference Forms (High School)

1. Teachers shall be provided with **standardized teaching assignment preference forms at the same time class estimates are distributed.** These forms shall include a place for **homeroom preference, optional duties, grade level assignment, plus a separate section for supplementary positions normally** recommended for appointment from within the school.
   a. Study halls will count as a choice in the preference course selection process. Cafeteria and assignments for which supplementary contracts are needed will not count as selections in the preference course selection process. Teachers will be precluded from the selection of study halls if such selection would result in the need for additional staff.
   b. Study halls will not be assigned to a teacher in the science, math, social studies or English departments

if such assignment causes a significant increase in the teacher-student ratio of the other department members; or if the assignment results in three (3) non-course assignment class periods.

c. Participation in the preference process shall be limited to those who have taught at least three (3) classes in a department within a single school, or will be teaching three classes/units in a department.

d. Teachers who do not comply with the three (3) class/unit rule will be assigned departmental courses still available after regular department members have their full assignments. This provision shall apply to study halls and optional duties.

e. All teachers, regardless of their current assignment, who have been notified of a transfer to a different school will have the privilege of filing a preference form for teaching assignments at that school if the preference process has not been completed. Otherwise, teaching preference provisions may not be applicable until the following school year.

f. Preference forms shall be completed in both the receiving and sending schools if the transferee to the sending school is unknown.

2. **Teaching assignments for the ensuing school year shall be based on preference forms submitted to each teacher by April 15, and assignments shall conform to the procedures below.**

a. Principal shall submit the number of courses and/or sections for each department to each department chairperson along with the preference forms.

b. The department chairpersons shall then meet with their department for the purpose of distributing teaching assignment preference forms and estimates to the department members.

c. Within fifteen (15) days after April 15, each department chairperson shall meet with each department for the purpose of constructing tentative class assignments. Teachers who fail to file a preference form prior to this departmental meeting shall be excluded from the assignment process. These meetings must be announced at least three (3) calendar days in advance, however. Preference forms must be available for inspection at the departmental meeting and copies must be provided to the principal who will keep all preferences in a place available to any teacher at the school.

d. Every effort shall be made to construct a department schedule that equitably distributes course, grade, honors, and grouping assignments. When preference forms present choices not in conflict, the principle of equitability will be considered to have been fulfilled. Algebra I when taught in the 8th grade shall be taught by a 7-12 licensed math teacher.

e. Prior to May 15, each principal shall meet with

each department to assist in the scheduling process if such assistance is needed or requested by either party. Principals shall announce tentative schedules by May 15 to each department member.

f. If circumstances regarding teacher schedule assignments are relatively equal, or if conflicts exist after the above meetings have been held, departmental seniority shall be the determining factor. (See Article III.) As an example, in a mathematics department all least desirable courses should be distributed equitably among all department members beginning with the teacher with the least departmental seniority. Desirable courses would be assigned beginning with the teacher with the greatest departmental seniority.

g. Teaching assignments for the ensuing school year shall be posted no later than June 1. Departmental schedules will remain posted until the close of the school year. If changes are necessary after June 1, teachers will be notified in writing immediately. (See i below.)

h. Advanced Placement classes shall be assigned solely to teachers who possess an M.A. degree in the subject area of the course when such teachers are available and apply to teach the course. The courses will be rotated if two or more such teachers apply. If no such teacher is available, an M.A. degree outside the field and a license in the subject is mandatory, and the courses will be rotated among those who apply to teach AP courses via the preference form. Courses will not be offered to teachers outside of the department. This provision shall not preclude present AP teachers from participating in the program.

   A Federation-Board joint committee will be established to review the district's Advanced Placement program. The committee will be established by February 1, 1998.

i. If there should be a drastic change in the school population in any area which would affect the number of classes in a department or program, readjustments shall be made within fifteen (15) days after the beginning of the fall semester. When such adjustments are made, the administrator shall immediately submit in writing reasons for such changes to the teacher involved and to the Federation if requested.

j. No high school teacher will be assigned to more than three (3) subject matter preparations in a semester unless they consent to do so in writing. A preparation is defined as a class having a separate course number. Non-vocational business teachers are limited to three (3) preparations in any one semester. For purpose of this section, Typing I,

II, and Personal Typing are considered one (1) preparation.

Speech I and II shall be considered as single preparations. Drama I and II shall be considered a single preparation. No teacher of a foreign language will be assigned to teach a class of combined second and third year language or a combined first and second year language unless they consent to do so.

k. If a vacancy occurs before the start of school, the department shall meet prior to the arrival of students to rebid their schedules. In rebidding, each department member, in order of departmental seniority, shall be allowed to select one (1) class only from the vacated schedule. Each class that becomes available, as a result of the bid, shall also be added to the classes available. The final class selection must conform to the three preparation rule. Certification requirements could prevent a department member from course selection under this process. The master schedule shall remain fixed.

l. Failure to post schedules shall result in a hearing within five (5) school days before the appropriate Assistant Superintendent upon written request of the Federation. The Assistant Superintendent is empowered to draft schedules in conformance with this Article and he/she shall announce those schedules on or before June 10. These assignments shall include optional duties and study halls, exclusive of supplementary contract assignments. Such action will not preclude recourse to the grievance procedure.

B. Preference Forms — Elementary

1. Sixty (60) days prior to the end of the school year teachers shall be given the opportunity to fill out preference forms indicating their preferences in order of grade level priority with the understanding that such preferences will be honored according to the guidelines in B-3, below. Teachers shall be given the opportunity to discuss their assignment requests with their principals prior to May 1. A standardized preference form shall be used with separate choices provided for grade levels, split classes, home room preferences and supplementary duties normally recommended at the school level. Teachers also shall be given the opportunity to update their preference forms as vacancies occur as a result of the following circumstances:

   a. A change in the number of classes at a particular grade level.

   b. When an opening occurs, as a result of teacher retirement, death, resignation, or transfer.

   c. The preference forms shall be used to determine which teacher at the school will fill a permanent vacancy (b, above) or teach a particular grade level

(a, above).

d. When a displaced teacher is returned to a school on or before October 20, the displaced teacher will fill the original position held as a result of the May preference scheduling. If it is necessary to fill more than this position, preference forms will be recirculated for the other assignment(s). After October 20, the procedures in B-1, above, will be followed, and the displaced teacher will return to the remaining position.

e. System classification seniority shall apply to all teaching assignment preferences except homeroom preferences.

f. **When a vacancy occurs after the close of school in June and before the start of school, elementary teachers will indicate on their preference form that they want to be called in order of elementary seniority to fill the vacancy(ies). When these summer changes involve a change in the number of classes at a particular grade level, or when a split grade is needed after the close of school, such changes shall take place through preferencing after the opening of school.**

g. When the number of teachers at a particular grade level is reduced, the teacher at the grade level to be reduced with the least classification seniority shall be re-assigned, if necessary, in accordance with the posting and preferencing procedures.

(There is no grade level seniority.) For purpose of this section, pre-first teachers shall be considered at the grade level to which they were assigned immediately prior to their acceptance of the pre-first. This shall not apply to a teacher who transferred into a school to accept a pre- first vacancy.

2. In reference to requests for special assignments, teachers with the greater system classification seniority will be given preference,if qualifications are relatively equal.
3. System classification seniority shall apply to all teaching assignment vacancies as they occur. Otherwise, bumping will not be permitted (See Article XIX, F-6).
4. **Split grade classes shall be prohibited in grades one and two.** Rotation of split-grade classes shall be mandatory when two (2) or more teachers indicate this preference, or when no teacher indicates such preference. After this decision has been made, teachers newly assigned to a school must honor the decision for the ensuing school year. When a teacher has been assigned a split grade class who has not volunteered, that teacher shall be reassigned to his/her original grade level the following year provided the classification seniority is sufficient among the teachers, or teacher, at

the original grade level. Those who indicate a preference for split grade classes (volunteer) shall not be considered eligible for a return to original grade level unless all the teachers at the two (2) levels affected agree in advance of the assignment. (See Article XI, L, M.)

5. Tentative teaching assignments shall be posted on the official school bulletin board, or other readily accessible place, not later than ten (10) school days before the end of the school year.
6. **All teachers, regardless of their current assignment, who have been notified of a transfer to a different school will have the privilege of filing a preference form for teaching assignments at that school if the preference process has not been completed. Otherwise, teaching preference provisions may not be applicable until the following school year.**
7. Failure to post schedules shall result in a hearing within five (5) school days before the appropriate Assistant Superintendent upon written request of the Federation. The Assistant Superintendent is empowered to draft schedules in conformance with this Article and he shall announce those schedules on or before June 10. These assignments shall include optional duties and study halls, exclusive of supplementary contract assignments. Such action will not preclude recourse to the grievance procedure.
8. For art, music and physical education schedules, also see Article V, O. A-B schedules for art consult also G-17, below.

C. Preferencing For Middle School Reading/ Language Arts

1. Middle school language arts teachers will use the course selection procedure below until such time as reading is no longer required for all students by the Ohio Department of Education.
2. All department members will first indicate a 7th or 8th grade preference.
3. Those with the greatest system-wide departmental seniority **who indicate 8th grade** will proceed to bid on the available 8th grade course assignments with the most senior teacher from among those designating 8th grade selecting their entire schedule first etc., until all the 8th grade blocks (courses) are taken. Teachers who indicate 8th grade but who lack adequate seniority to obtain a full 8th grade schedule, or any 8th grade classes, may choose to withdraw from the 8th grade assignment process. Remaining 8th grade blocks will then be opened to the 7th grade assignment process and bidders.
4. 7th grade courses will be bid by the rest of the department members based on their system-wide department seniority. Included in the bidding will be those teachers who designated 8th grade, but who could not complete their schedule because of their seniority, as per 3, above. Those in this latter category would be

assigned in the bidding order (in relation to other 7th grade bidders)based on their system-wide departmental seniority.

5. 7th grade must have reading classes that require reading certification. These classes may be taught and scheduled independent of the language art classes; or the reading may be taught as part of the language arts block. 7th grade scheduling that uses the block approach will be permitted unless such scheduling results in too many teachers being forced to return to school to obtain reading certification, or in too many transfers. A Federation Board committee will retain final authority in this matter. (Note that the 7th grade schedule may have to be drafted more than once.)
6. Bidding in the 7th grade will follow the same process as used in the 8th grade i.e., each bidder will choose an entire schedule in order of greatest system-wide departmental seniority. (Note that a teacher could choose to teach all reading provided this is satisfactory to other 7th grade bidders. Disputes will be resolved by the joint committee.)
7. A joint Federation-Board committee will monitor, review and approve each school's scheduling. This committee will reserve the right to require elimination of the 7th grade language arts block if doing so would reduce the number of teachers who would have to return to school to obtain reading certification.
8. No schedule will be considered final until the joint committee approves.
9. A school may choose to schedule language arts classes outside the provisions of this agreement provided such schedule meets the approval of all department members.
10. Language Arts reading classes will not be considered a separate department.
11. Each year's scheduling process will conform to the above procedures as long as the Ohio Department of Education requirement exists.

D. Class Lists

1. In elementary schools, the teachers on each grade level shall prepare the lists of students for the ensuing school year. This provision is not intended to exclude principals from consultation in the preparation of class lists.
2. After the completion of class lists by the teachers, no changes shall be permitted without consultation with the teachers concerned. A two (2) school day prior notice is required during which time teachers may register any objections. The two (2) school days may be waived by mutual agreement of the teachers involved and the principal.
3. **Class lists shall be constituted by the blind draw method.**
4. The class list process shall begin no later than May 15 and be completed and in the hands of the teacher by June 1.

It is recognized that the legitimate concerns of students and parents need to be addressed in the class list assignment process. It is also recognized that changes must take into consideration the professional judgment of the teacher(s) involved. Accordingly, prior to changing a class list after the close of school, the teacher(s) involved shall, no earlier than August 15, be given notice and an opportunity to discuss the change prior to making the change. The August 15 requirement may be waived by mutual agreement between the principal and the teacher(s) involved. When a conflict arises as a result of this section, it will be subject to review by the grievance representative and the Assistant Superintendent .

5. When a student is placed in another class, the receiving teacher shall be responsible for grades and compulsory reports.

E. Career Centers

1. Teachers in career centers shall be considered to be members of appropriate existing high school departments, and all sections of A, above, shall apply, except that a teacher placed in a Center will not be scheduled other department courses unless insufficient classes exist in the Center. (See also Article VIII, B-10.)
2. Where appropriate related departments do not exist at the school, a new department shall be created if it meets the criteria for departments contained in Article XXIX.

F. Special Education

1. Teachers of special education in the same field within the same school shall also receive preference forms, and system-wide departmental seniority shall determine class-assignments in accordance with the provisions of B-1, above. **Bumping through preferencing, however, will not be permitted if the new assignment would cause an other system-wide department member to leave the school.**

   Cross Categorical Special Education Transitional (CCSE-T), Cognitively Disabled/Emotionally Disturbed (CD/ED), Multidisabled/Emotionally Disturbed (MD/ED) may be rotated or bid by seniority. Rotation will be determined by a majority vote of the teachers in that discipline at that school prior to March 15 of each school year.
2. The Federation and the Human Resources Office shall be informed of class changes involving a new building location by May 15. Grade level class changes, adding or closing classes, and proposed changes in status or disability composition shall also be announced by May 15. Thereafter, changes shall be limited to extraordinary circumstances and shall be made only after consultation with the Federation. Final teaching assignments shall be announced and posted June 1. Cross-categorical classes refer to Article XLVIII.
3. Multidisabled/Emotionally Disturbed (MD/ ED)

classes; Multidisabled/Medically Fragile classes. First-year special education and/or regular education teachers shall not be assigned to cross-categorical classes where teaching duties are shared.

G. General Provisions
(All Classifications)

1. All completed preference forms shall be kept in an accessible place within the school available to the teaching staff upon request. Copies of all preference forms shall be provided to the Federation by the Office of Human Resources not later than June 15.
2. When the teacher's schedule request cannot be met, said teacher shall receive a written explanation upon written request, and a copy shall be furnished to the Federation.
3. All involuntary and especially difficult assignments shall be rotated on an equitable basis after consultation with the Federation.
4. No teacher shall be scheduled in a teaching area unless he/she holds at least a two year provisional license in that field of education. Every effort will be made to assign teachers in their major fields of certification. Temporary certification shall be requested where shortages exist.
   No teacher on a temporary license currently employed will be dismissed under this section provided he or she meets the yearly requirements established by the Ohio Department of Education as minimum requirements for obtaining the four-year provisional license .
5. A class or work assignment which is regarded by a teacher as arbitrary or capricious, discriminatory, or outside the range of activities consistent with professional responsibilities shall be a proper subject for consideration by the building committee and principal within three (3) days after the complaint is made. A prompt resolution of the problem is desirable. Performance of an assigned duty is not to be withheld, however, while the assignment is being considered. This section does not preclude recourse to the grievance procedure.
6. No teacher shall be required to accept students from classes where the regular teacher is absent.
7. Each elementary teacher, including special education, shall be scheduled one hundred eighty (180) minutes of planning time per week. **Planning time for elementary teachers shall not be scheduled in blocks of less than thirty (30) minutes. Alternative arrangements shall be by agreement between the principal and the Federation Building Committee. Travel time between buildings shall be scheduled outside the one hundred eighty (180) minutes of planning time.**
   The additional thirty (30) minutes shall be phased in over two years starting during the 1998-99 school year and shall be provided by math specialists. The initial half of buildings for the 1998-99 school year shall be identified by proficiency scores. The parties will discuss the

methods/scheduling to be utilized for implementation.

Planning time for classroom teachers should be taken during the time scheduled for music, physical education, art and math taught by specialists in these fields. These specialists shall also be scheduled planning time as described herein.

When teachers are scheduled three (3) planning periods in one day, they may appeal through the Federation to the appropriate Assistant Superintendent for a review of the schedule. The Assistant Superintendent is empowered to draft planning time schedules that will reduce the planning periods to no more than two (2) per day.

8. Acceptance of teacher aides shall be voluntary.
9. All supplemental employment assignments providing compensation in addition to the regular teaching salary shall be granted a written contract specifying assignment, compensation and all other conditions of employment. Such contracts shall be granted only to members of the bargaining unit and shall be issued prior to the time of supplemental employment.
10. Qualifications shall be defined as objective and provable factors. For instance, an M.A. degree in the teaching field shall be considered superior to an M.A. degree out of the immediate field. An M.A. degree is considered superior to a B.A. degree. A B.A. degree is considered superior to a non-degree. Methodology is considered less important than provable past teaching success. Probable future success in the assignment shall be given least consideration. Qualifications shall also include actual teaching experience in the area or subject matter field to be taught or any written formal evaluation. For Career Technology teacher qualifications refer to Article XXXVI.,C.
11. Planning time for high school shall follow past practices.
12. The standardized preference form shall provide for homeroom preference; however, homeroom assignment shall be determined by the principal. Room preferences not resolved at the school will be subject to review by the appropriate Assistant Superintendent.
13. All members of the bargaining unit shall be scheduled under provisions of this Article. In the event of a dispute as to whether a teacher is to be scheduled according to system-wide departmental seniority, elementary or secondary seniority, determination of appropriate classification scheduling shall be mutually agreed by the Board and the Federation.
14. **For language governing conflicts in scheduling with art, music, physical education and math specialists, see Article V, O.**
15. In departmentalized schools, specialized rooms designed for specific instruction will be assigned to the most senior teacher scheduled to teach the course(s) for which the room was designed unless such assignment would interfere with overall program needs. Disputes

not resolved at the school will be subject to review by the appropriate Assistant Superintendent.

16. Planning periods missed because of weather days, scheduled vacation days, field trips, and personal absences or in-service of a teacher who is to receive planning periods will not be rescheduled.
17. Art A-B schedules shall be reviewed with the Federation Building Committee on or before October 25. Adjustments will be made, if necessary, so that teachers receive an equitable distribution of planning periods throughout the year. (See Article V, O.)
18. Isolated changes resulting from trading class periods must be by prior agreement of the teachers involved, the affected specialist and the principal.
19. Specialists shall accompany their assigned students to school assemblies and shall relieve the homeroom teacher(s) if an assembly is in progress.
20. In all departmentalized schools, classes taught in lieu of planning time, or classes taught before or after school, or classes taught in high schools in excess of six (6) including study halls or duty periods, **shall be reimbursed at one-sixth (1/6) of the beginning intern BA salary.**

    Courses taught before or after the regular school day, if mutually agreed by the Board and Federation, shall be reimbursed at one-sixth (1/6) of the beginning B.A. salary.

    Teaching such classes shall be voluntary. Classes added after spring preferencing will be posted and assigned by senisority.

H. Posting

1. Any position which opens shall first be published at the school by the principal on the official school bulletin board for at least five (5) school days. A copy of such posting will be forwarded immediately to the Human Resources Office and the Federation. At the time of posting, all teachers shall be given the opportunity to update their preference forms if they so desire. Contract teachers at the school will be given first opportunity to fill the position if licensed. (Posting and vacancy regulations for system-wide departments are found in Articles III and VIII.)

   When all staff changes have been completed following this procedure, the remaining vacancy will be reported to the Personnel Office for placement from the transfer list. In elementary schools, the five (5) day time period may be shortened by agreement of the principal and the building committee provided each teacher has been contacted personally and no one has applied for the position.

   a. High school school teachers who have been displaced and who have a valid **(annual)** written request to return to the school from which they were reduced shall have priority in filling a vacancy

over teachers at the school. (Preference forms in section A of this Article are used to reschedule all departmental courses.)

b. Elementary teachers see B-1, above. Displaced teachers must file an annual request to return to the school from which they have been reduced.

2. **All positions requiring supplemental contracts** shall be published within the building as vacancies occur. No position shall be filled until at least ten (10) days after publication. When a supplementary position is not filled from within the school, notice of its existence shall be published by the Human Resources Office in the Staff Bulletin during the regular school year. Outside the regular school year, such positions shall be posted in the Human Resources Office and in each high school with a copy to the Federation. (See Article XXXIV for non-renewal of supplementary contracts.)

   When a holder of a supplemental position is outside the bargaining unit, that position shall be reposted by April 15, of each year to members of the bargaining unit. (For coaching positions see Article XXXVII.)

3. June 30 is the deadline for "request to return" applications.

V. ELEMENTARY SCHOOLS

A. Each classroom shall have one text per child when the subject is being taught. Future textbook adoptions will include appropriate supplementary materials when those materials are recommended by the adoption committee.

Any consumables or supplementary materials adopted shall be distributed according to the committee's recommendation prior to implementing the adoption. When adopted, consumables, such as workbooks, will be distributed to each child before a required usage of the materials. **The Joint Curriculum Committee shall be consulted prior to the discontinuance of such adopted materials.** (See Article XXVI.) **Newly employed teachers and all teachers who transfer to a new teaching assignment will be provided appropriate desk top supplies and Board adopted curriculum materials. If a teacher is transferring into a newly created classroom, appropriate furniture will be provided. The parties have agreed to an inventory**

(reference Appendix Z) of supplies, materials, and furniture. A teacher who is not provided the core inventory by September 15 or within thirty (30) days of assignment shall be entitled to appeal directly through the Federation to the appropriate Assistant Superintendent of Elementary Schools.

B. Each child found to be without adequate health care, where immediate medical attention is needed, shall be referred by the Board to the appropriate social agency

upon notification by the teacher. The teacher shall receive written_confirmation of the referral within ten (10) school days

C. No teacher shall be required to supervise or be present in the dining area during a local, state or federal breakfast or lunch program. Such instructional time used for said programs shall be considered planning time for the teacher, at a place of his/her choice, within the building. The Board and the Federation shall work cooperatively to establish a voluntary universal breakfast program on a building by building bais. A committee with equal representation of the District and the Federation will be formed to review best practices and implement the breakfast program. Building participation in the breakfast program shall not be required but shall be encouraged by the Board and the Federation.

D. No elementary teacher shall be assigned to teach in an area outside his/her certification, subject to Article IV, G-4.

E. Cafeteria duty shall be voluntary when service is performed by a teacher.

F. No bus or other additional duties shall be assigned to an elementary teacher outside the six hour and fifteen minute duty day.

G. Elementary teachers shall not be required to be present when other teachers are responsible for presenting materials to the class. If a demonstration lesson is requested by the teacher, he/she will be required to be present. Such requests shall be initiated by the teacher.

H. Teachers in bilingual classes shall be capable of teaching in both languages when those bilingual teachers can be found. Volunteers, paraprofessionals or casual employees shall be prohibited from supplanting a teacher in bilingual or ESL programs. However, a paraprofessional ELDP tutor may be used to work under the direction of a regular teacher in the bargaining unit to assist those students who need reinforcement in English for less than a full class day. Regular contract teachers who will agree to obtain certification for bilingual or ESL classes shall be employed or used when teachers with fluency in two or ore languages cannot be found. Consultants in these programs shall not replace or displace a teacher.

I. Student test results for each elementary school shall be made available on a timely basis for achievement and other Ohio mandated tests and standardized tests when administered.

J. When a teacher transfers, a three (3) day notice shall be given when possible. Two (2) full days without students shall be allowed. These days may be taken either at the receiving school or at the school from which the teacher is transferred at the option of the teacher. One (1) full day with out students shall be allowed for movement within a school when a teaching assignment changes.
If requested three (3) days in advance, the Board shall move materials and equipment to the new site.

K. The individual classroom instructional supply allocation(s) for each school shall be made available to classroom teachers on an allocation formula as determined by the building principal and the building representative. This allocation formula should take into account both classroom and building instructional supply needs. During each year of the contract, $8.00 per pupil per school will be allocated to each school, as **additional supply money to elementary schools.**
(See Article XV, D for further information.)
Desktop supplies shall be distributed to physical education, art and music teachers proportionate to the time spent by these teachers at each school.
$515 will be provided annually to each elementary school for instructional materials which focus on instruction in proficiency test subject areas. The Federation building representative will submit the purchase order.

L. Kindergarten and pre-kindergarten student attendance will be phased in during the first three and one-half days of the school year. This phase- in will allow an expanded and individualized parent/student orientation process as well as diagnostic assessment of the entering student. The district and the Federation will agree on orientation and assessment procedures and instruments and provide all district kindergarten teachers with the necessary staff development.
One Toledo Public Schools kindergarten teacher shall be elected in odd-numbered years for a two (2) year term by a majority vote of district kindergarten teachers to coordinate professional activities and collaboration among kindergarten teachers. This teacher shall be paid supplemental service salary of annually. (See Article XXXVIII.) The duties and reporting responsibilities will be delineated in a mutually agreed to job description.
The Kindergarten Coordinator will be allocated an annual budget of $500 (effective 8-1-09). Purchase Orders will be processed through the Chief Academic Officer.
Kindergarten teachers shall be paid one hour at the negotiated hourly rate for attendance at quarterly KIDS professional development meetings (effective 8-1-09) during each school year.
The Kindergarten Coordinator shall be responsible for convening the meetings and for submission of time sheets.

M. The Board and Federation will explore the opportunity for implementation of two (2) pre-kindergarten classes, effective August 2009, and in subsequent years of this Agreement

N. Art specialists shall be considered the primary teacher during scheduled art lessons, and the regular teacher shall not be present in the room unless mutually agreed.

O. Music, physical education, art and math specialists shall participate with the principal in the writing of their schedules.

Five (5) minutes transition time shall be scheduled between elementary music, physical education, math specialist, and art classes.

When possible, the following guidelines will be used to schedule elementary specialists, subject to change after discussion among the principal, specialists and Building Representative:

1. Music and physical education specialists will have a planning period each day. Every effort will be made to schedule planning periods for art specialists at their primary building and to evenly distribute them over two-week periods. Exceptions will be discussed with the Federation.
2. Art specialists will be scheduled only one (1) planning period per day.
3. One week shall be designated for primary and the other for intermediate grades in the Art A-B schedule. The schedule shall be reversed each year. (See Article IV, G-17.)
4. If a room is available to be utilized for music or art, the principal will take into consideration teacher system seniority, as well as, the amount of time the teacher spends in the building, appropriateness of the room and overall program needs when deciding who will be assigned the classroom.

   Complaints regarding schedules should first be resolved by the principal and the building committee. If the complaint is not resolved at the building level, the complaint will be forwarded to the appropriate Assistant Superintendent whose decision will be final.

   Problems arising from end of day dismissal of students shall be referred to the principal and building committee. Procedures applicable to all teachers shall be developed. If art, music, physical education or math teachers are expected to dismiss at the end of the day, adequate time for dismissal shall be scheduled. Art specialists are not responsible for the dissemination of classroom materials for the regular classroom teacher.

P. Art, music, physical education, and math specialists shall not be required to pick up or return students from regular classes. The movement of students from specialist to specialist in individual buildings will be determined cooperatively by the principal, specialist, and the building committee.

Q. Teachers shall conduct daily lunch counts only in terms of total number of meals per lunch selection. Individual student selection counts shall not be required.

R. The system-wide department chairpersons from art, music, physical education, and reading may refer elementary school schedule problems to a joint Federation-Board schedule review committee for resolution.

Recess

S. In those elementary schools that choose to implement a formal recess period, recess will be accomplished by adding ten (10) minutes to the current thirty (30) minute lunch period. Teachers will not be responsible for students during this extended lunch period.

The decision to implement recess will rest with the principal and the Federation Building Committee without interference by the Board or the Federation in this decision. Each must concur to adopt. Approval will be needed from the central administration.

Teachers may leave school during the extended lunch period after notifying the office.

T. Any current school that volunteered for the recess experiment may discontinue participation provided the administration, principal and the teachers agree to do so. The decision to discontinue must be based on sound evidence that conditions are unsafe or that class time is being lost because of recess having an adverse effect on academic programs.

U. Title I programs and services at individual buildings will be determined per the Memorandum of Understanding, Title I, May 12, 1997, or subsequent amendments mutually agreed to by the Federation and Board.

VI. HIGH SCHOOL

A. A study guide, when commercially available, and a desk set, where appropriate, for each intensively studied text shall be provided each teacher for the courses he/she teaches.

Any teacher who is newly employed or who has transferred to a new teaching assignment shall be provided appropriate desktop supplies and Board adopted curriculum materials. If a teacher is transferring into a newly created classroom, appropriate furniture will be provided. The parties have agreed to an inventory (reference Appendix Z) of supplies, materials, and furniture. A teacher who is not provided the core inventory by September 15 or within thirty (30) days of assignment shall be entitled to appeal directly through the Federation to the Assistant Superintendent of Secondary Schools.

B. A teacher in a school which is operating on more than one shift shall have his/her periods of duty consecutively scheduled, and for a length of time equal to the normal teacher day.

In schools operating on more than one shift, teachers shall be on duty for the shift during which their classes have been scheduled. If a similar schedule is available on more than one shift, departmental seniority shall prevail in determining assignments.

C. Cafeteria duty in all high schools shall be voluntary. Mandatory bus duty shall not be required.

D. Career centers shall be considered part of the organizational structure of the schools where located.

Departments shall be formed under guidelines of Article XXIX unless the career area is already departmentalized at the school. (Medical Office Management would be part of the Business Technology Department already established, etc.)

E. In order that proper control may be maintained over storage and inventory of science supplies, especially chemicals, one (1) chemistry teacher in each high school shall be scheduled for one (1) additional planning period each week, or at the option of the Board one (1) additional hour at the negotiated hourly rate may be paid in lieu of the planning time.

F. In the absence of volunteers, assignment of senior high school teachers within a department to teach in more than two (2) classrooms shall be rotated by department seniority beginning with the least senior teacher in terms of department seniority.

G. Middle School teachers shall not be scheduled bus duty beyond their regular duty day.

H. Middle School study skills teachers shall continue to accrue departmental seniority in the department in which they last taught before assuming the study skills assignment.

I. Teachers may leave their buildings during lunch after notifying the office**.**

J. All secondary schools shall have a computer coordinator selected by a committee of three teachers (the Federation building representative and two teachers appointed by the representative) and two administrators. The high school computer coordinator shall be paid an annual Special Service Salary. The coordinator's duties will include minor maintenance functions and instructional support.

K. When a teacher transfers, three (3) days notice shall be given when possible. Two (2) full days without students shall be allowed. These days may be taken either at the receiving school or at the school from which the teacher is transferred at the option of the teacher.One (1) full day without students shall be allowed for movement within a school when a teaching assignment changes.
If requested three (3) days in advance the Board shall move materials and equipment to the new sit.

VII. TEAM TEACHING

A. The pupil-licensed teacher class size ratio shall conform to Article XI.

B. Extra compensation for a team leader may be jointly agreed to by the Board and the Federation.

C. Planning time shall be scheduled by the principal and team concerned at times other than lunch period, noon recess, or before or after the regularly scheduled opening and closing of school.

D. All team teaching shall be voluntary and no teacher shall be involuntarily transferred out of the building due to non-participation.

E. Substitutes shall be provided during the daily or long term absence of any licensed members of a teaching team unless other mutually agreed upon arrangements have been made with the consent of all of the licensed members of the teaching team.

F. Teachers interested in transfers to a team teaching vacancy should consult Article VIII.

VIII. GENERAL INTER-SCHOOL TRANSFER POLICY

A. General Provisions

1. Transfer requests shall be made annually and in writing to the Human Resources Office on or before April 30, in order to be considered for vacancies thereafter.

   Teachers holding proper licenses at the time of application may apply for not more than the following number of schools or programs each year:

   a) choose up to three (3) secondary schools
   b) choose up to twelve (12) elementary schools
   c) choose one (1) system-wide department

   Such requests shall comprise the voluntary transfer list. A copy showing all pertinent data will be forwarded to the Federation with updates as they occur. Vacancies shall be reported in writing to the Federation as they occur.

   a. Vacancies are reported to the Human Resources Office after posting has first taken place at the school as per Article IV, I-1, unless otherwise specified in this agreement.
   b. All vacancies to be filled shall be reported to the Human Resources Office by July 1.
   c. When the transfer list is exhausted, new teachers may be placed in permanent vacancies.
   d. Newly created positions shall be posted five (5) days to the appropriate classification or to the bargaining unit. Members of the bargaining unit shall fill these positions before new teachers are hired for the position. They may apply after the April 30 deadline.

2. Posting of positions referred to in A-1, d, above, shall be in the Staff Information Bulletin. Vacancies that occur after publication of the Bulletin in June shall be posted in the Human Resources Office with copies forwarded to the Federation.
3. Vacancies remaining after requests from the transfer list or posting have been depleted will be filled by the Human Resources Office as provided in Articles IX, XII, and XIX.
4. All vacancies may be filled as of July 11. System-wide department vacancies shall be advertised to department members on July 1. System-wide vacancies that occur after July 1 but before the start of school shall be posted on the Human Resources Office bulletin board for five (5) days. A copy shall be sent to the Federation. The Federation shall be notified by the Human Resources

Office of all vacancies within five (5) days of their occurrence. System-wide department vacancies shall comply with C, below.

Notification of vacancies will be sent to those system-wide department members who, prior to June 1, notify the Human Resources Office of their desire to receive the vacancy list.

5. Whenever a teaching vacancy occurs: (i) in the case of high school teachers, after the first day of the second semester; or (ii) in the case of elementary school teachers, after the end of the first week following the October ADM count date (collectively, the "Transfer Period"), these vacancies will be filled on a temporary basis for the rest of the school year through the assignment of a substitute teacher. Vacancies that occur after the opening of the school but before the end of the applicable Transfer Period shall be filled through that year's transfer list. Vacancies that occur after the applicable Transfer Period shall be filled from the next year's transfer list. (See Article IX, B for priorities in filling vacancies.)
   a. Teachers on the **voluntary transfer lists** who qualify by the terms of this agreement to fill a vacancy, **exclusive of system-wide department vacancies**, shall be transferred at the opening of school, at the end of the first quarter, or until the end of the applicable Transfer Period whichever occurs first after the vacancy is created.
   b. When there are names on the layoff re-call list, that person highest on the list who possesses proper certification will be recalled to a **temporary vacancy** at his/her proper pay and benefits and will then be reassigned when the voluntary transferee is placed.
6. A teacher may withdraw his/her name from the transfer list at any time prior to written notification of transfer from the Human Resources Office. This withdrawal must be in writing.
7. When a vacancy exists, the Human Resources Office must contact the teacher who has applied for the vacancy. A teacher shall be contacted and offered all known vacancies not more than three (3) times. The teacher shall be advised of all the vacancies that are available for which he/she is eligible to transfer each time the teacher is contacted. After the third refusal, the teacher will be notified in writing by the Human Resources Office that he/she will be ineligible to transfer for the rest of the school year and must complete a new transfer form if he/she wants to be on the transfer list for the succeeding school year.

   Refusal to return to original school and assignment by a reduced enrollment transferee will result in the abrogation of the right to return. However, when the assignment offered is outside the department, or primary or intermediate grade levels, the right to return will be

maintained subject to annual renewal. (See B-4 below and Appendix AA.)

8. All notices of transfer shall be in writing from the Human Resources Office.
9. Transfers in any one year may be limited to ten (10%) per cent of the faculty from a high school, and twenty-five (25%) per cent of the faculty from an elementary school.
10. Classification, departmental, or system wide departmental seniority, whichever is applicable, shall be the sole determining factor in granting transfers if qualifications are relatively equal. Qualifications shall be defined the same as in Article IV, G-10. Atransfer request from within a school has priority over a transfer from without, except in the case of a system-wide departmental vacancy, as described in Article III-D, or if a returning reduced enrollment transferee is involved (See Article IV, H-1-a.)
11. Teachers may request in writing an explanation for refusal of a transfer request, and such refusal shall be subject to the grievance procedure. If the grievant is upheld, he/she shall be immediately placed in the vacancy requested.
12. Teachers applying to transfer (or those on the reduced enrollment transfer list) to any team teaching vacancy shall be given a written description of the requirements for sucha position. The names of the other team members will be provided upon request. After receiving such notification, the teacher may withdraw from the application with- out penalty. Should the opening be accepted, the teacher must teach in the team for the entire school year.
    (a) At the conclusion of the year, the teacher may withdraw from the team should another position become available at the school and sufficient classification seniority is accrued to be reassigned as per Article IV, H-1-b.
13. When a teacher in a team indicates to the Human Resources Office prior to April 1, a desire to transfer to a self-contained assignment, he/she will be placed on the reduced enrollment transfer list.
14. The above provisions for team teaching shall apply only to existing team vacancies. No new teams shall be created without the consent of existing staff members as per Article VII, D.
15. **Requirements for Juvenile Justice Center and BIC teachers will be included in the posting for these positions. Assignment will be by mutual agreement of the Board and the Federation.**
16. The Federation and Board shall jointly develop a transfer form. The Board and Federation commit to work cooperatively to process transfers in a timely manner. The Board will upgrade technology to support this process.

B. Reduced Enrollment Transfers K-12

This section is used for reduced enrollment transfers

in all classifications except system-wide departments. For system-wide department reductions or moves see section D, below.

1. Transfers made because of reduced pupil enrollment shall be based on **building seniority** as follows: The teacher with least building seniority within the classification being reduced (elementary) or other applicable classification, shall be the first transferred, and so on, provided that daily and long term substitutes filling a vacancy within the same classification have been first removed. (See Article III, E-2 for further clarification.) Teachers in positions which are two (2) full days or less in one building will not be considered in building reductions.
2. Teachers transferred because of reduced pupil enrollment shall have the right to return to their original school or departmental assignment in the reverse order to that in which they were transferred out, provided a request in writing for such transfer is made. **Such requests must be renewed in writing annually.** These transfers are to be made at the beginning of the following school semester. (See Section E-5 below and Appendix AA.)
3. All teachers on the reduced enrollment transfer list (involuntary list) shall be placed in vacancies in their teaching field before any voluntary applicant is placed in that field, or before any new employee is assigned.
   (a) Teachers will be called from the involuntary list in the order of their system seniority to positions for which they are licensed at the time the vacancy occurs.
4. Teachers who are reduced enrollment transferees and are then called to return to their original schools may choose to remain in their temporary assignment with the right to return at the next available opening if the assignment is out of their original department, classification or school. This intent must be sent in writing to the Human Resources Office and then be renewed annually. (See Appendix AA.)

   A list of reduced enrollment transfers will be sent to the Federation and updated monthly.
5. In a departmental school, reduced enrollment transferees who have filed a right to return letter shall have priority in filling a vacancy over teachers at the school.

   In an elementary school, teachers at the school fill vacancies before returning reduced enrollment transferees return.
6. When insufficient enrollment at a particular school exists to meet at least a minimum school ratio of 27-1, the Board shall have the right to proceed with reduced enrollment transfers.
7. Teachers affected by this section should consult Article III for further information.
8. Examples:
   (a) In departmentalized schools reductions will be

made by departments, but teachers may count all their years at the school in calculating their departmental seniority at the school subject to Article III, E-1and 2.

(b) If the teacher to be reduced is licensed and a vacancy exists, he/she can move into another department or classification within the school unless that vacancy is to be taken by a returning reduced enrollment transferee.

(c) In elementary schools, reductions are made by classification. (In other words, if a third grade is short of enrollment, the teacher transferred will be the one with the least building seniority among elementary teachers.)

(d) Any teacher on leave of absence who returns to his/her original school upon completion of the leave is considered to have been in continuous service at the school, hence to have uninterrupted building seniority.

9. The elected Federation Representative in a school shall be considered to have the greatest building seniority if the representative has served at least one (1) year as representative immediately prior to the year when the reduction is to take place and the representative holds proper licensure. Super seniority does not apply to teaching assignments or layoffs. After leaving the position of building representative, regular seniority will apply.

CAREER TECHNOLOGY

10. When it is necessary to reduce the number of teachers in a specialized career center subject area or a specialized career technology area (e.g., cosmetology, aviation, refrigeration, etc.) due to decreased student enrollment, the teacher with the least system seniority shall be the first laid off, etc. This determination shall be based on the premise that all teachers in that area within the school system shall be affected. (See Article XII.)

    a. If the reduced teacher is certified/licensed in another area, he/she shall be regarded as a reduced enrollment transfer for vacancies in the other areas.

C. System-Wide Department Voluntary Transfers

1. When two (2) or more members of a system-wide department are located at the same school, a vacancy (or vacancies) will first be filled by department members from within the school and the remaining position will then be referred to the Human Resources Office.

   The teacher must possess proper certification/license at the time the vacancy occurs and must be teaching three periods in a secondary school or fifty (50) percent in an elementary school or bidding will be precluded. **System-wide department** seniority within the discipline vacated shall apply.

2. The Human Resources Office will publish system-wide department vacancies in the **Staff Information**

Bulletin, or as they occur by general distribution to all work locations and to all members of the system-wide department. (See A-4, above.) Department members will have the opportunity to apply for that vacancy, or any subsequent vacancy which results from the posting, by indicating interest in writing for the posted vacancy, or any resulting vacancy. The teacher must possess proper certification at the time the vacancy occurs.

System-wide vacancies will be filled from the transfer list in the following order.

a. Voluntary application of a department member.
b. Reduced enrollment transfer list of system-wide department members.
c. Regular staff, if certificated/licensed.
d. Priorities listed in Article IX, B.
e. New teachers.

3. The system-wide posting shall be for five (5) school days. A posted position will be filled after the five days unless there are applicants as a result of C-2, above. The five (5) day period will not apply to the summer dates in A-4.

D. System-wide Department Reductions

1. A reduced enrollment transfer shall affect only the class or discipline designated for reduction or transfer within the department.
2. When two (2) or more teachers are assigned to the same school regardless of the type of class or discipline, if there is a volunteer to move it will be permissible using system- wide department seniority in cases of two (2) or more volunteers. If there is no volunteer, the teacher(s) with the **least system- wide department seniority** shall be removed in order of least such seniority. Teachers must hold proper certification.
3. **Teachers in 2, above, may bump within their system-wide department at a school only if they hold proper certification at the time reassignment is available.** Those who are bumped shall be treated as reduced enrollment transfers, i.e. they shall have the right to first bump the least senior member of the department for which they hold certification. Teachers bumped from a system-wide department shall be treated as reduced enrollment transfers. (See Article IV, F1 and 2.)
4. System-wide department members who are transferred because a class is moved shall have the right to return to vacancies in the discipline from which they were moved before voluntary transfers provided the position is at the same school from which the teacher was transferred. (See Appendix A)

   Board shall announce proposed special education class changes, i.e. change in building location; change in the grade level; and closing and/=or adding classes, to the Federation by May 15 for the next school year. The only exception would be due to circumstances which change after May 15. Vacancies will be posted by June 1.

E. All Classifications

1. The Human Resources Office shall be the sole representative of the Board in enforcing the provisions of this transfer policy.
2. No teacher against his/her will shall be required to meet with a receiving principal prior to a transfer.
3. The Human Resources Office will provide a list of those teachers who have applied for transfer prior to April 30, each year, to the Federation by May 30.
4. The Human Resources Office will forward copies for the Federation of all letters sent to teachers regarding transfers. All notifications must be in writing, or confirmed in writing.
5. In both departmentalized schools and in elementary schools, a teacher who has been notified of a transfer to a different school will have the privilege of filing a preference form for teaching assignments at that school if the preference process has not been completed. Otherwise, teaching preference provisions may not be applicable until the following school year.
6. When a position is created that is new to the bargaining unit, applicants will be accepted regardless of the April 30 transfer list. No new programs which require the transfer of a teacher shall commence after the start of the school year unless mutually agreed upon by the Board and Federation.
7. Teachers may agree to trade positions for a semester or for an entire year subject to the approval of the Board and the Federation. Requests must be made in writing no later than two (2) weeks before the beginning of a semester.
8. Within a school year, teachers shall not return via the voluntary transfer procedure to the same position from which they transferred.
9. Teachers may accept not more than one voluntary transfer per year. Displacements due to reduced enrollment, program or school closings, etc., shall not be considered a voluntary transfer, and will not preclude a teacher from bidding upon another assignment.
10. Changes in school staffing allocations for any course or grade level, including postings and teacher transfers, shall be completed no later than the twentieth day after the start of the school year.
11. Teachers in all classifications who accept a voluntary transfer may elect to remain in their current position and transfer to a new school, grade, department, or program after the conclusion of the current school year. Teachers who choose this option shall earn building, department, classification, or system-wide department seniority effective upon their appointment to the new assignment at either the end of the first quarter of the current school year or January 31. If this option is chosen, teachers will not be eligible to accept another voluntary transfer until they serve one year in the new

position. Teachers who elect this option must do so in writing on a form developed jointly and agreed to by the Human Resources Office and the TFT. Once signed, the form shall be distributed to the receiving school building representative, principal or program director and, if appropriate, department chairperson. The teacher shall submit a preference form to the receiving school for spring preferencing and shall be afforded **all** preferencing rights permitted under Article IV of the negotiated agreement.

12. A placeholder substitute teacher will be assigned to substitute in vacancies that will last more than one school year, but not more than three years. Examples are vacancies for intern consulting teachers or other teachers on special assignment. The same substitute shall remain in place for the entire duration of the vacancy. This substitute teacher shall not transfer from this position or participate in preferencing at the school. Should the placeholder substitute become eligible for a regular teacher contract, the contract shall be issued and the placeholder substitute shall remain in this assignment until the teacher the substitute is replacing returns. The placeholder substitute is a contract member of the teacher bargaining unit and shall receive regular contract salary and fringe benefits from the beginning of the assignment.

    Teachers who assume a position such as described in the preceding paragraph may bid upon any vacancy in the last year of the special assignment, pursuant to previous paragraph 11, above. The exception shall be intern consulting teachers who may elect to exercise transfer rights once in any school year as outlined in paragraph 11.

13. Teachers who express interest in a vacancy shall be provided with a description of the vacancy, why the vacancy occurred, and if the position is for one year. Teachers who are appointed to a vacancy, and any subsequent vacancies that may occur, shall move to their new assignments on the same day.

IX. HOURLY TEACHERS — SUBSTITUTE EMPLOYMENT RIGHTS

Definitions

Hourly teachers are those employed on an hourly basis as teachers in hourly rated vocational programs, adult education, family life, day care centers or similar programs. Hourly teachers shall not be used to perform work which is normally performed by regular salaried day school teachers, nor shall they be used in adult programs where high school course credit is given. Teachers in ABE/GED see section H of this article.

Teachers in adult education programs where high school course credit is given and who possess a degree and full certification (not temporary) and who work full-time during

the day are considered to be regular contract employees. Such teachers shall be extended regular contracts and shall not be eligible to transfer to a regular day school vacancy for two (2) full school years. These teachers shall have all other rights and benefits extended to other members of the bargaining unit. Other teachers in adult education programs shall be paid the hourly rate specified herein. (See K, below.)

A. Hourly employees are full-time if they work twenty (20) hours per week or more; part- time if they work fewer than twenty (20) hours per week.

B. Full-time hourly teachers, substitutes, and paraprofessionals shall be extended contract employment over new teacher applicants in the following order:

1. Full-time hourly teachers if they have worked 120 days or more; long-term and continuous building substitutes if they have worked 120 days or more.
2. Paraprofessionals who have teacher certification and who have worked for the Board as a para at least five (5) years, not including substitute service, have a valid teaching license and have requested placement in a teaching position.
3. Full-time hourly teachers and long-term and continuous building substitutes who have worked 90 days to 119 days.
4. In those certification areas where there are no teachers as described in B-1, 2, 3, above, it is understood the Board may employ new teacher applicants.
5. Part-time hourly teachers and home instructors shall receive equal consideration with new teacher applicants.
6. Secondary positions (7-12) shall first be offered to 7-12 licensed persons on the list. Teachers phoned for a position in an area other than one in which they have served for the Board may refuse that position without losing their place on the hiring list.
7. Daily substitutes who work 120 days or more in a school year in a single Ohio district shall be granted a full year's salary credit upon receiving a contract.
8. Full-time hourly teachers shall indicate to the Human Resources Office in writing no later than August 1, their desire to achieve regular contract status. When this date is met the individual's name will be placed on the previous school year's hiring list. This notification to the Human Resources Office shall be required only one (1) time.
9. The Board and the Federation mutually agree, for the duration of this Agreement, to participate as members of the Toledo Public Schools Personnel Enhancement Committee. The purpose of the committee is to provide advice and recommend assistance to the parties to improve the recruitment and hiring of qualified candidates for teaching

positions in the Toledo Public Schools.

The Board's Human Resources Office will provide the committee monthly reports regarding the Board's teacher recruitment efforts and hiring activities. The committee will meet periodically. The Toledo Public Schools and the Toledo Federation of Teachers will invite the Toledo AFL-CIO, the Farm Labor Organizing Committee, the Coalition of Black Trade Unionists, the Teamsters, the United Auto Workers, the National Association for the Advancement of Colored People, the Urban League, Adelante, the Aurora Gonzalez Community Center, the Chamber of Commerce, the University of Toledo, Bowling Green State University, and the University of Findlay to designate a representative to serve on the Personnel Enhancement Committee. The Board and Federation may jointly agree to invite additional participants.

C. **Full-time hourly teachers** shall receive all fringe benefits, applicable seniority, and all leaves and other conditions of employment provisions and remedies of this agreement. (See E-7, below.) When employed as a regular salaried teacher, previous experience shall be granted for hourly teaching in Toledo without regard to the maximum set forth in Article XXXV. (See also J-3, below.)

1. Sick leave for hourly teachers shall be calculated on the basis of 4.6 hours for each 80 hours worked to a total accumulation of the days specified in Article XXX, C, unless otherwise specified, herein.
2. Eligibility for benefits shall be established upon employment. Full-time hourly teachers will continue to receive all benefits during the summer months.
3. Full-time hourly rated members of the bargaining unit shall be paid for the following holidays regardless of the day on which they fall: Thanksgiving, the day after Thanksgiving, Christmas, New Year's, Presidents' Day, Good Friday, Memorial Day, Labor Day, and the birthday of Dr. Martin Luther King, Jr. They shall be paid for July 4, if they work in a summer program that begins before July 4, and ends after July 4.
4. Adult Education hourly teachers who are working full schedules [a minimum of thirty (30) hours per week] and work year around [a minimum of forty-eight (48) weeks per school year] shall be entitled to one week of paid vacation. The annual vacation dates of these hourly teachers must be approved by and scheduled by the Director of Adult Education.

D. **Part-time hourly teachers shall receive the following benefits:**

1. Hospitalization, surgical and major medical, vision,

prescription, and dental (single coverage). Summer months included. (Provided they work at least fifteen (15) to nineteen (19) hours per week.)

2. The life insurance total. (Provided they work at least fifteen (15) to nineteen (19) hours per week.)
3. Hourly teachers who work twelve (12) to fourteen (14) hours per week may purchase the above benefits at 50% of the group rate.
4. Payment for calamity days and holidays in C-3, above, if they fall on the employee's regularly scheduled work day except for Christmas and New Year's Day which shall be paid regardless of when they fall.
5. Sick leave as per C-1, above.
6. Mileage.
7. Maternity leave as per Article XXX. All other applicable provisions of this agreement affecting conditions of employment and remedies, except sections of Article XXX not listed, shall apply.
8. All benefits are applicable after one forty-five (45) work days waiting period upon initial employment with the exception of 5, 6, 7, 10, 12 and 13, herein, which shall be applicable upon employment. This waiting period shall not re-occur unless the employee voluntarily severs his/her employment status, or unless the period of separation exceeds twenty-four (24) months.
9. Assault leave.
10. Funeral leave.
11. Critical injury or illness leave.
12. Applicable seniority.
13. Personal leave — one (1) per school year will be granted by the Board upon request.
14. Sick leave bonus as per Article XXXV, H.

E. Hourly

1. Positions will be posted in after-school programs to hourly and regular staff after it has been determined that a permanent vacancy exists. Teachers with degrees who are hourly employees will be eligible to fill after-school jobs based on their system seniority.
2. Programs suspended must offer employment to personnel laid off from that program.
3. Full-time hourly and ABE-GED employees shall continue to be scheduled not less than ninety (90) minutes meeting and/or planning time per week, or past practice, if the program practice has been to exceed ninety minutes.
4. Required meetings called by the Board out-side regular working hours shall be paid at the regular rate.
5. Full-time hourly teachers with degrees and appropriate certification shall be eligible for summer and night school positions for which they are licensed.
6. Teachers of ABE, ESL, and GED classes must have a college degree.
7. Transfer rules and employment rights to regular teaching positions shall be governed by this Article. (See ABE/GED, Section H, for ABE/GED system-wide

department.)

8. Teachers hired from outside the bargaining unit must possess at least a college degree unless the position is comparable to a trades and industry position.

F. Home Instructors

1. Home instructors who are neither retired nor regular contract teachers shall be paid as per Article XXXVIII. Fringe benefits as described in sections C and D, 1 through 5, herein, shall be extended to these home instructors. Full-time or part-time status shall be determined on the basis of the average hours worked during a quarter. Benefits will be paid beginning the following quarter.
2. Home instructors who are retired or who are regular contract teachers shall be paid as per Article XXXVIII.
3. Assignment of cases among home instructors who are not presently employed as regular teachers shall be made by certification and seniority in the program. Retired Toledo teachers and members of the bargaining unit shall be offered new home instruction assignments before other applicants. Availability of these assignments shall be published in the Staff Bulletin.
4. When a student is absent for ten (10) weeks or less the home instructor will submit a progress report form to the regular teacher. Grade assignment will be the responsibility of the regular teacher. Rules governing absences and grade assignments at the end of a semester shall be published to all teachers and home instructors.

G. Adult Basic Education — General Educational Development Program

1. Effective with this agreement, teaching positions in the ABE-GED program, except those at the Hoag Center, will become contract positions. The teachers currently working on an hourly basis in the ABE-GED program will be offered the positions in seniority order based on accrued seniority in the ABE- GED program.
2. All ABE-GED teachers must have a B.A. degree. Teachers with full teaching certification will receive regular contract pay in accordance with Article XXXV. Teachers who possess a degree but lack the professional hours for full licensure shall be paid at a rate of 100% of the regular contract salary schedule. Current non-certificated employees must obtain certification within five years or they will be terminated. The Chief Examiner must meet State Department requirements. One ESL-GED teaching position will require ESL validation.
3. If required to work beyond thirty-six (36) weeks, teachers shall be paid at their daily rate.
4. Teachers required to use their personal automobiles to go from one teaching site to another shall be compensated for mileage between sites at the I.R.S. authorized rate.
5. ABE-GED teachers will become a system-wide department beginning with the effective date of this Agreement.

6. ABE-GED teachers' work year will consist of the same number of days as other contract teachers and will be scheduled by the Executive Director of Adult and Continuing Education. Teachers will work thirty-five (35) hours per week.
7. The Executive Director of Adult and Continuing Education will prepare teaching schedules. Every effort shall be made to construct schedules that are equitable.
8. The testing center will remain open year round with summer hours as scheduled by the Executive Director of Adult and Continuing Education. The Chief Examiner will be paid the regular daily rate for summer hours.
9. ABE-GED system-wide department members will be required to attend scheduled inservices. Teachers will be paid the regular hourly rate for inservices.
10. Regular seniority will be credited in accordance with the seniority rules in Article IIIof this Agreement. However, the selection of teaching schedules and determination of layoff will be by hourly seniority.
11. Except as modified within this article, and excepting Article XI, ABE-GED teachers will be entitled to all other rights and benefits extended to other members of the bargaining unit.

I. Practical Nurse Educators

1. The nurse educators of practical nurses shall be considered a separate system-wide department.
2. Seniority and other benefits and privileges of bargaining unit members shall apply. Transfer out of the department will not be permitted without prior approval of the Board and the Federation.

   Seniority shall accrue from the first day of service as a nurse educator and shall continue unbroken except for resignation. Re-employment after resignation will establish the newer seniority accrual date.
3. Wage rates found in K, below, shall apply to this department.
4. Part and full-time work shall be assigned on the basis of system-wide department seniority. This includes evening hours.
5. If more than thirty-eight (38) hours are assigned, time and one-half (11/2) rates shall apply
6. The program coordinator shall be a member of the department. The coordinator's job description shall be revised and agreed to by the Federation to be effective April 1, 2001. Selection of the Program Coordinator will include posting, peer reference and mutual agreement of the Board and Federation.
7. Curriculum, course of study, and in-service shall be paid at the nurse educator's hourly rate.
8. The coordinator shall schedule registered nurse substitutes for nurse educators when they are available.
9. Vacation days shall be paid as per past practice.
10. Curriculum and course of study, program guidelines, and the Student Handbook shall be jointly developed and

agreed to by the administration, program coordinator, Federation program representative, and two practical nurse educators appointed by the Federation.

11. The program coordinator and TFT representative or designee will be permitted to attend the annual Ohio Organization of Practical Nurse Educators Conference.
12. LPN Instructors who have clinical areas for three (3) or more days shall add two (2) hours on each weekly schedule for preparation.
13. Adult Education shall pay the registration fee for Practical Nurse Educators who attend the Ohio Organization of Practical Nurse Educators (OOPNE) conference and shall be reimbursed from the TFT Professional Meeting Fund following the conference. Practical Nurse Educators must submit request for professional leave days per Article XXX.

J. General

1. Contracts for employment shall be issued.
2. Seniority questions, transfer procedures, teaching assignment procedures, or recall and layoff procedures not covered elsewhere in this agreement, or applicable to these programs, shall be negotiated with the Federation.
3. All adult education teachers shall be credited with a full year of Toledo experience for each year in which the employee worked twenty (20) or more hours per week when regular salaried contracts are issued. If the employee worked less than twenty (20) hours, service credit for salary purposes shall be based on two hundred twenty five (225) hours for a semester's credit. **However, the former hourly teacher or tutor must serve a minimum of one (1) year in the intern program after placement in the regular day school program.** This section also shall apply to daytime contract adult education teachers.
4. Hourly employees shall not be used in lieu of contract teachers.
5. Hourly teachers and home instructors laid off or working reduced hours shall be recalled or given the opportunity for a full schedule before new teachers are hired into these positions. Certification for the position must be held, or the employee must be able to obtain temporary certification.
6. Certified Occupational Therapy Assistants and Physical Therapy Assistants reference Article XLVIII, L.

K. Wage Rates

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

X. STAFFING NEW BUILDINGS AND ADDITIONS — SCHOOL CLOSINGS

A. Where transfers are required because a classification, grade level, class, department, or an entire school is moved, the teacher(s) with greater classification seniority shall have first priority to move. Teachers transferred or bumped may choose to become a reduced enrollment transfer and then be placed from the pool as per Article VIII, B. (System-wide department members consult Article VIII, D.)

B. Second priority shall be given to those teachers who voluntarily apply for assignment to a new addition or school using the transfer procedures of Article VIII, A, and C.

1. A separate form shall be provided to all teachers for the propose of applying for transfer to all new additions and schools.
2. Teachers already teaching in the areas available in the new additions and schools, elementary, senior high departments or specialized areas will be given priority over those applying to transfer from one area to another.
3. When a new addition is opened, teachers at the school shall have preference over applicants from other schools provided transfers have first been made under section A, of this Article.

C. Third priority shall be given to those teachers who have applied to the Human Resources Office and who have been transferred during the school year preceding the opening of the new addition or school because of reduced pupil enrollment, Article VIII, B.

D. When a school is closed, teachers affected will be transferred on the basis of system seniority in the appropriate classification. Building and departmental seniority will be carried to the new school.

E. When a departmentalized school is reduced through the elimination of a grade level and it is not possible for a teacher to follow his/her students, those who volunteer to leave the school shall constitute the first priority based on system classification seniority among the departments to be reduced. If there are insufficient volunteers, the person with the least building department seniority will be removed. They shall have the first priority to fill newly created positions in their department elsewhere as a result of the grade elimination. Building and departmental seniority will be carried to the new location.

F. Because relocating all or part of a school staff involves numerous contractual details, specific details as addenda to these procedures will be mutually agreed by the Board and the Federation and published to the teachers affected.

XI. CLASS SIZE

Both the Board and the Federation recognize the considerable difficulties involved in arriving at an equitable class size formula or limit. In consideration of pupil enrollment variables, the following provisions represent an effort to achieve fair class sizes through a revised system of ratios and limits. These provisions are to be in full force and effect during the life of this agreement unless otherwise altered by mutual consent.

A. The system-wide ratio in grades elementary shall not exceed 25.0 students to one (1) teacher, or the state requirement, whichever is lower. In secondary schools, the system-wide ratio shall not exceed 28.0 students to one (1) teacher, or the state requirement, whichever is lower.

B. In each individual school, the student-teacher ratio shall not exceed 28.0, or the State requirement whichever is lower.

C. In computing the student-teacher ratio in A and B, above, only those teachers in the bargaining unit permanently assigned to an individual school the entire day each day of the week in a regular classroom instructional capacity exclusive of_technology education, family and consumer science, special education and federally funded supplementary teachers, shall be included as a teacher for computation purposes.

D. In high schools the system-wide and individual school ratio shall not exceed 28.0 (students to one (1) teacher). In each individual school, the student-teacher ratio shall not exceed 28.0, or the State requirement whichever is lower. When classes are constituted, or reconstituted at the semester, each school shall attempt to balance the class sizes in their departments. The issue of class size balance may be appealed to the appropriate Assistant Superintendent who shall consult with a representative of the Federation prior to issuing a decision.

E. In each individual elementary school class the maximum shall not exceed 28. In each individual_high school class the maximum shall not exceed 31, except that in core subject individual classes of math, science, social studies, English and foreign language, the maximum class size shall not exceed twenty-six (26) students per section. In the event circumstances deem it necessary to exceed the maximum limit, written reasons will be given to the teacher with a copy furnished to the Federation and the following provisions shall apply:

1. At a class size of 29 in <u>elementary schools</u>, a teacher overload payment of $125 (effective 8/1/09) per student, per instructional hour, per year shall be paid the teacher at the conclusion of the school year. At a class size of 32 in grades 9-12, a teacher overload payment of $125 (effective 8/1/09) per student, per instructional hour, per year shall be paid at the conclusion of the year, except for the following:

At a class size of 27 in grades 9-12 math, science, social studies, English and foreign language, a teacher overload payment of $125 (effective 8/1/09) per student, per instructional hour, per year,shall be paid at the conclusion of the year. See paragraphs J and O for exceptions.

2. At a class size of 34 or 35, the teacher shall be entitled to the services of an aide for one-half day if he/she so chooses.
3. At a class size of 36 or more, the teacher shall be entitled to the services of an aide for the full day if he/she so chooses.
4. Initiation of requests for aides shall be by the teacher in writing. Appropriate forms shall be provided in each school.
5. For a teacher to a qualify for the overload payment, the class sizes specified in number one (1) above shall have been met for any forty-five (45) days in a school year. **The requisite days shall be based on aggregate student numbers without regard for continuity.**
6. A teacher may choose to accept an overload payment in lieu of an aide in 2 and 3, above.
7. The **overload payment** of $125 (effective 8/1/09) **in elementary schools**, including music, art, and physical education teachers, is calculated for each student be ginning with twenty-nine (29). A full-time overload student would entitle the teacher to $625.00 (31¼ hours per week). If the teacher has the student less than six and one quarter (6¼) hours per day, the $781.25 (effective 8/1/09) rate per student is pro-rated.
8. An annual overload payment of $225 (effective 8/1/09) per class, per specialist, in elementary schools for music, physical education and art teachers shall be paid provided the combination of regular and Developmentally Disabled, Learning Disabled, and Hearing Disabled main streamed students exceeds thirty-nine (39) as per the computation in Article XLVIII, C-5.
9. The $125 (effective 8-1-09) **overload payment in middle and senior high schools** is established for each student, seen one (1) period per day, all year long. Students seen fewer than five (5) periods per week will be pro-rated as a fraction per week and/or the full year, whichever is applicable. This payment begins at thirty-two (32) students for **physical education, general music** and keyboarding teachers. Physical education, general music and keyboarding teachers **in grades 7-12** will not have the option of an aide.
10. General art classes will be limited to 28 in High schools. (See Article XLVII, C.)
11. Non-compensatory reading classes in grades 9-12

shall not exceed fifteen (15) students.

12. See Article XLIV for other music class sizes.

F. The October enrollment count shall be used to establish final teacher class sizes, and school ratios, except for the provisions in Article VIII, E-10.

In elementary schools these staff adjustments shall be completed no later than the twentieth (20th) day after the start of the school year. Earlier staff adjustment shall take place where enrollment figures indicate that later adjustments will be necessary, ideally within the first ten (10) school days after the opening of school. (For senior high schools — See Article IV, A, 2-i.)

G. A school by school and class by class list will be supplied to the Federation no later than November 1, indicating individual teacher class sizes.

H. All state standards shall apply to special educational and career technology programs as maximum class size limits unless otherwise specified herein.

I. The administration of each school shall post on the official school bulletin board in each building a list of teachers and the number of pupils per class session that each teacher has been assigned. This list shall be posted on or before November 1, of each year.

1. In elementary grades the above list also shall include the individual teacher's assignment.
2. In senior high and career technology schools, the above list also shall include the subject titles and the hours that are being taught per individual teachers.

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

In high schools, career technology education classes shall have a class size limit of twenty-five (25) or the number of stations, whichever is lesser. State guidelines with lower class size limits shall supersede the twenty-five (25) maximum in this section. This provision does not apply to Career <u>based intervention</u> classes.

The number of stations shall not exceed the existing code or other applicable regulations.

K. When insufficient enrollment at a particular school exists to meet at least a minimum school ratio of 27-1, the Board shall have the right to proceed under the reduced enrollment transfer section of this agreement, VIII, B-6.

L. Split grade classes shall be constituted by using students of higher achievement levels. These classes shall be prohibited when first grade students are involved.

M. When a split grade class is considered, teachers shall have the option of teaching larger classes to avoid the split if the entire staff agrees. When this option is

exercised, the election of an aide shall not apply unless a class size exceeds thirty-five (35) students. A secret ballot will be conducted under the supervision of the principal and the Federation. Schools with fewer than six (6) teachers in grades 1-6 shall be exempt from this provision.

N. Level one or first year foreign language classes shall be limited to twenty-five (25) students.

O. Senior English composition classes shall be limited to twenty-two (22) students when half of the course is devoted to composition.

P. All out-of-district student transfers shall be granted contingent upon the class size of the receiving school. If a new out-of-district transfer to a receiving school will result in a class size of twenty-five (25) or more in grade kindergarten or in a class size of twenty-eight (28) or more in grades 1-6 or in a class size of thirty-one (31) or more in grades 7-12, the Board will consult with the Federation prior to making the transfer.

Q. If the district is unable to place a special education student because no vacant space exists, teachers may volunteer to accept one additional student over the contractual class size limit for their special education classroom. (See Article XLVIII-G.) The teacher shall receive an overload payment as follows:

$280 (effective 8-1-09) if the additional student is in attendance 1-45 days.

$375 (effective 8-1-09) if the additional student is in attendance 46-90 days.

$728.75 (effective 8-1-09) if the additional student is in attendance over 90 days.

The overload payment shall be paid in a lump sum separate check at the end of the school year

R. Every effort shall be made to balance classes by gender or race. A student who failed either a grade or a class shall not subsequently be reassigned to the same teacher if there is another teacher to whom the student can be assigned.

XII. RULES GOVERNING RECALL FROM LAY-OFF STATUS

A. Layoff

1. The Board and the Federation agree that lay-offs will be avoided when reasonable alternatives are available. Among the alternatives considered will be any early retirement option of the State Teachers Retirement System. (See L, below.)

   Declining enrollment shall be considered a reason to lay off if the decline is evident on a district-wide basis.

   Layoff for financial reasons shall be based on the financial condition of the Board's general fund. Such layoffs shall occur only after consultation with the Federation.

2. A teacher in a state funded program may be laid off using the rules following in this Article if enrollment in

that program is insufficient to obtain state funding and reasonable efforts at enrolling students as per Article XXXVI, I, have failed.

3. Layoffs that result directly from circumstances other than declining enrollment or financial reasons, shall occur only after discussions with the Federation. If implementation of the layoff violates a specific term of this agreement, the matter may be submitted to the grievance procedure at the arbitration level.
4. Layoffs in accordance with A-1, 2 and 3, above, shall be made as follows:
   a. The guiding principle shall be to lay off the teacher with the least system seniority regardless of the type of contract held.
   b. The least senior teacher in an affected department, system-wide department, classification, or area of certification shall be bumped and so on until bumping is completed. A teacher bumped from his/ her assignment who has other certification(s) may then bump the least senior teacher who has an assignment for which the teacher bumped has certification and more seniority. After these rounds of bumping are completed, the teacher(s) without assignments or places to bump may be laid off. (See Section B, below, for recall and temporary placement rights.)
   c. When not specifically provided otherwise in this agreement, any dispute regarding seniority or appropriate bumping shall be resolved by mutual agreement between the Federation and the Board.
   d. **The Board and the Federation agree that assignments based on the bumping procedure will result in the fewest number of layoffs possible.**
5. Teachers laid off due to reduced enrollment or financial reasons shall receive notification of layoff at least forty-five (45) calendar days prior to the effective date of the layoff.

   For purposes of the unemployment compensation laws, if a teacher has received reasonable assurance of employment for a school year and is not then reemployed due to layoff, the Board agrees not to oppose unemployment benefits to such teacher on the grounds that a reasonable assurance of employment had been given. (See also Appendix J.)
6. The Board shall provide group health care coverage and life insurance to each member of the bargaining unit laid off for the rest of the month in which the layoff occurred, plus four (4) additional months provided that the person has accrued one (1) school year's seniority prior to the layoff. Members of the unit who have accrued less than one school year's seniority shall be provided these benefits for two (2) additional months beyond the month in which the layoff occurred.

7. Until such time as he/she becomes eligible for coverage under another group health insurance plan, a teacher shall be permitted to purchase all group health and life insurance as a group member for the period of time he/she is laid off beyond the period covered by A-6.
8. Regular contract teachers who are laid off, and long-term substitutes when included as part of a general layoff plan, will be offered substitute work according to guidelines implemented on November 24, 1980. (See Appendix J.)

B. Recall

1. The Human Resources Office will prepare and submit to the Federation a list by seniority of teachers laid off in the following categories: regular contract teachers, long term substitutes, and continuous building substitutes in that order, (See C-1, below.) The office of Human Resources shall prepare a draft list of the names of all teachers who will receive layoff notices. This list shall be given to the Federation prior to layoff letters being mailed to unit members. This list shall include the full name of the employee, mailing address, school from which the teacher is being laid off, and the teacher's license. This list shall be arranged by seniority with the most senior teacher listed first.
2. Teachers will be called from the list according to their appropriate system seniority if they hold **proper licensure**. (This means full licensure.) See B-3, below, for temporary licensure.
3. Positions for which there **are no licensed personnel**, working or laid off, will be offered on a seniority basis to teachers on the recall list provided they agree to seek, and can obtain, temporary licensure. (See B-6 and E, below.)
4. When recalled to a regular vacancy, full contract salaries and benefits will be paid. This does not preclude the use of daily substitutes where otherwise appropriate. A teacher who is laid of f and holds a valid license may accept work as a substitute teacher. All licensure requirements are the responsibility of the laid of f teacher.
5. Teachers on the recall list who obtain additional full certification or hold dual certification and are then **recalled to a position** outside **their original department** will not qualify for displacement rights (RET) back to their original department until all teachers on the layoff list with greater system seniority and full certification have been first placed in the department. (Annual letters of notice as required in Article VIII, B-2, must be on file.)
6. Working teachers (other than those with temporary licenses who have been recalled from layoff) with a reduced enrollment transfer return right **will take precedence** is filling vacancies over teachers on the recall list, **unless the return to original assignment**

of the reduced teacher would prevent the return of someone on the recall list.

a. Teachers laid off and recalled to vacancies requiring **temporary certification** (B-3) will have the right to return to their original department provided there is no one displaced, or on the recall list, with greater system seniority. (Annual letters of notice as required in Article VIII-B-2, must be on file.)

7. Teachers **bumped** from their system-wide or regular departments **but not laid off** will have first opportunity to return to their respective departments (but not to a particular school) before anyone else from that department.
8. Working teachers who have applied for voluntary transfer will be considered after displacements and regular teachers on the recall list.
9. Teachers who received a layoff letter from the district but who are recalled prior to the effective layoff date, shall return to the original grade level or department and school from which they were laid off subject to the teacher assignment rules of the Agreement.

C. Recall Rights of Substitutes

1. The recall list will also contain the names of long-term and continuous building substitutes with 120 days in the same teaching assignment, and long-term and continuous building substitutes with 89 days but less than 120 days in the same teaching assign ment, in that order. These substitutes will be listed after regular contract teachers. **New teachers will not be employed** until all placement requirements have been met and there is no one on the recall list who has, or can obtain, certification for the job.

D. Layoff Seniority

1. **Classification - Departmental**
   Teachers on layoff will not accrue classification or department seniority because of the requirement that a person must be actively teaching "at least three classes " to qualify for this classification seniority.
2. **Seniority** for the school system will continue to accrue during the layoff provided certification is kept current.

E. Temporary Licenses

To be offered positions referred to in B-3, (temporary licenses), the teacher must satisfy the following requirements:

1. In the field of special education, (a) certify on request of the Human Resources Office their willingness to accept recall as a special education teacher, and (b) be able to obtain a full-time temporary certification by taking four courses within the time specified by applicable state requirements.
2. In all other teaching fields, (a) certify on request of the Human Resources Office their willingness to accept

recall in such field, and (b) have taken at least one-half the course requirements for full certification in this field and meet other applicable state requirements.

F. Removal From Recall List

Names will remain on the recall list unless, (a) the teacher accepts a contract teaching position in another school system, or (b) the teacher refuses a recall to the teaching field from which they were laid off, or (c) failure to report on date specified unless excused.

G. The Teacher must notify the Human Resources Office of any change of address or telephone number.

H. When licensed teachers or long-term substitutes listed in Section C, herein, are on the recall list waiting for reassignment, or have been reassigned to a temporary vacancy and are awaiting an assignment to a permanent vacancy in their field, **new teachers will not be employed** in permanent vacancies for which those who have been laid off can qualify for under this Article.

Hourly teachers laid off shall constitute a separate **recall list for hourly teaching positions**.

I. Non-Bargaining Unit Placements

1. A person who is not a member of the teacher bargaining unit shall not be placed in the teacher bargaining unit if such placement would result in the layoff of a teacher bargaining unit member. As further explanation, this means that if the certification of the non- bargaining unit person would result in the layoff of a teacher bargaining unit member with like certification, no placement can be made.
2. When a person returns to the teacher bargaining unit, and the placement would not result in the layoff of a teacher bargaining unit member, a placement can be made. As further explanation, this means that if the certification of the person would not result in the layoff of a teacher bargaining unit member, placement can be made.
3. When no layoff results, such person shall be placed from the voluntary transfer list based on previously accrued seniority as a member of the teacher bargaining unit, if any.
4. When there are names on the recall list from the teacher bargaining unit, non-unit members may be recalled to the teacher unit immediately after the recall of all regular contract teachers and prior to the recall of substitutes and tutors on the list.

   If reassigned to the same school at which teaching service last occurred, the former administrator will be granted his/her building seniority for that time previously spent as a teacher.
5. Such person's total bargaining and non-bargaining unit seniority shall be used to determine salary placement.

J. Teachers in the reduced enrollment transfer pool for which there are no vacancies shall bump the teacher in the same teaching field with the least seniority.

Teachers who are bumped shall have the option of assuming a Class III substitute assignment or a layoff. Such teachers may be offered a continuous building substitute assignment by displacing the least senior continuous building substitute in the district. Certain long term assignments may also be made available subject to terms mutually agreeable to the Federation and the Board.

Benefits

See Article LX.

XIII. CONDITIONS OF TEACHING

A. No teacher shall be required to transport a pupil in his/her personal automobile. Automobile liability insurance coverage of the teacher is primary. The Board's insurance coverage is secondary.

B. Teachers shall be given full administrative support when asked to supervise any area outside their own classrooms. Teachers shall not be re quired to inspect restrooms.

C. Solicitation of teachers by administrative personnel, or persons and organizations not governed by the Board for contributions, memberships and/or donations shall be limited to announcement of opportunities for such contributions. The Federation and the Board both recognize the importance of United Way and encourage employee participation. Upon request of the Federation, guidelines will be forwarded to Federation Building Representatives.

D. No teacher will be required to report to a school where a clear and present danger exists due to a general civil disturbance within the immediate area of the school. Teacher compensation shall not be affected by school closing due to civil disturbances or civil disorders.

E. The plans for each new school to be constructed,or major modifications of existing schools, shall include sufficient parking spaces adjacent to the school for teacher use. Present parking space shall not be allocated to others for parking purposes during construction periods. Reference Appendix K for terms of compensation of teachers for packing and unpacking when schools close and transition.

F. Any plan for supervising halls shall be cooperatively developed by the building committee and the principal. Hall duty shall not be required.

G. Visitors to schools will be encouraged through existing Board policy. Multiple visitations that reasonably can be construed as harassment of teachers shall be discouraged through the use of a warning and, if necessary, use of the Safe Schools Ordinance. Visitations shall be arrived at cooperatively with the teacher. See Article XLIII, A for policy regarding academic freedom and controversial materials.

H. Professionals with legitimate educational interest regarding an individual student shall be permitted

visitation. Any of these or other visitations will require prior arrangement with the teacher and scheduled at a mutually agreeable time. Unless otherwise agreed to all non-professional visits shall be up to one hour with any one teacher. The use of tape, video equipment and other electronic recorders shall require the mutual consent of the teacher and visitor. Electronic recording of students shall require prior written consent of the student's parent or legal guardian.

I. All visitors shall be required to report to the school office, sign in, and wear an identification badge while on school premises. The sign-in sheet will require time of arrival, destination, and time of departure. No visitor will be sent directly to a teacher's classroom without approval of the teacher.

J. See Appendix S and Board guidelines regarding student tardiness interruptions and authorized school events which may interrupt instruction.

XIV. SCHOOL FACILITIES

A. Teachers shall work under safe and healthful conditions.

B. A desk and clothing facility shall be available for each teacher.

C. Each school shall be provided with at least one (1) clean, attractive, comfortable faculty lounge. Lounge facilities shall not be used for classroom or meeting purposes.

D. The school telephone shall be available for teacher use.

E. Teachers shall be provided with a separate lunch area.

F. A duplicating machine shall be made available in each school for the use of teachers in preparing instructional materials. Upon request, available typewriters and computers may be used by teachers for preparation of instructional material. Teacher access to the machines shall not be unduly restricted.

G. School bulletin boards will be maintained by the teachers and principal. Assignments will be made on a regularly scheduled basis as established by the principal in cooperation with the building committee. Teachers shall not be required to perform this duty before or after school or during the lunch period.

Each classroom shall have sufficient blackboard/ whiteboard and bulletin board space to complement the type of instruction therein. Bulletin boards shall be located in an easily accessible position. Windows and doors shall be kept in proper working order as part of the regular maintenance schedule.

H. Upon request of the building representative to the principal, the school Federation members shall be permitted to meet within the school under circumstances that will not interfere with the instructional program and when a custodian is on duty. Evening meetings will require permits.

I. The installation of leased or purchased vending machines shall be permitted in all teacher lounges. Any

cost for leasing or subsequent maintenance shall be borne by the staff through the building committee. The Board and the Federation agree that income and expense from these machines when used exclusively by the staff shall be the responsibility of the Federation Building Committee subject to approval of the faculty. Such funds shall not be received by the Board and shall not be accrued using the Board's non-profit status or accounts. Monies collected shall not be subject to reporting to the district and employees so involved shall not be required to be bonded. Expenditure of such funds shall be upon the recommendation of the building committee subject to faculty approval.

J. **Regular usage of the public address system shall be confined to no more than twice daily.** Classroom interruptions by the public address system are to be permitted only in the case of an emergency or when no other reasonable alternative is possible. The public address system shall not be used to observe, evaluate or discipline teachers. The principal shall read without comment or editing, during the regular announcements, any reasonable announcement submitted in writing by the Federation Building Representative. If no announcements are scheduled for that day, the principal shall read or circulate the Federation announcement.

K. The Board shall make available adequate audio-visual equipment for each school. The Technology Task Force will review the audiovisual needs of the district. The Task Force will make recommendations to the Chief Academic Officer and Business Manager no later than ninety (90) days after the ratification of this agreement.

L. Separate facilities shall be provided for speech language pathologists, reading and math specialists and similar specialized personnel. Grievances regarding this section may be filed directly with the superintendent.

M. All classroom doors will be provided with locks and keys. Keys will be provided where locks are new on doors. Teachers may lock their classroom doors during the school day in accordance with fire regulations.

N. A communication system will be maintained in all modular classroom units which are detached from a school building for safety and emergency purposes.

O. The building committee and principal shall meet for the purpose of establishing guidelines applicable to all school personnel for use of the copy machine(s). No changes shall be made in these established guidelines without mutual consent of the building committee and the principal. Disputes will be resolved by appropriate representatives of the Board and Federation. Buildings shall not be restricted to one copy machine. Guidelines will be issued to the staff of the individual school.

P. **Art, music**, math specialist **and speech therapy rooms shall not be used during the school day for promotions, clubs, or other activities sponsored by**

outside organizations.

Q. Effective April 1, 2001, classrooms designated to house special education classes shall be a minimum of 550 square feet in size. Existing classrooms that are less than 550 square feet will result in a lower class size as mutually agreed by the Federation and the Board.

R. The Board will provide key fobs to all teachers. These fobs will be activated in order to grant access to all facilities to which the teacher is assigned duties.

XV. BUILDING SUPPLIES

A. Supply rooms shall be available to teachers at times during the school day decided upon by the principal and building committee. Teachers shall be given copies of all their orders and back orders of supplies.

B. A teacher who is not provided with an adequate supply of books by September 15 shall be entitled to appeal directly through the Federation to the superintendent.

C. When supplies are ordered that are not in stock, a copy of the requisition will be returned to the originator of the order listing the date ordered. The teacher may choose to reorder again or order different supplies for that budget year.

D. In addition to the regular per pupil supply allocation, which shall not be lower than the amount allocated in the 2007-08 school year, $8.00 (effective 8-1-09) per pupil will be allocated to each school as additional supply money to elementary schools. This additional allocation will be spent as per agreement of the building committee and principal. The decision must be a mutual one. Distribution must include all teachers in the school. This additional amount will be spent during the life of this agreement as per the guidelines above. Money allocated herein shall not be used for supplies for copiers or other office equipment. (See Article V, K)

E. Back-ordered supplies will be charged to the budget year in which they were ordered. Failure to deliver in that budget year shall not result in cancellation.

F. Separate facilities such as Mayfair Achievement and Youth Treatment Center shall be provided a separate account from other schools for instructional materials, supplies, and equipment.

XVI. PROPERTY

A. Teachers shall be expected to provide normal care of instructional school equipment. They shall not be required to do major repair or replacement work on equipment or property (audio-visual coordinators excluded).

B. Teachers shall not be held financially responsible for loss within the school of school property or of children's property when such loss is not the fault of the teacher.

C. Required safety equipment used by teachers, including

rubber or nylon aprons used by chemistry teachers, shall be provided by the Board upon request of the teacher.

D. A property loss fund of $10,000 annually, with carryover of the balance into the next year, is hereby established. The fund will reimburse members of the bargaining unit for property loss, excluding cash, on a $100 deductible basis after private insurance coverage has been exhausted. This fund will be administered by the Federation.

E. Teachers shall have access to their classrooms after school, and provided it does not interfere with the cleaning / construction schedules, two (2) weeks following the regular school year, and a minimum of two (2) weeks before the regular school year. Principals and teachers will be notified when they cannot access classrooms per this schedule.

XVII. LUNCH PERIOD

Every teacher shall have not less than a thirty (30) minute duty-free lunch period. In those schools with recess, teachers shall be free to leave their schools during the lunch and recess periods after notifying the office.

XVIII. EVALUATION OF FIRST AND SECOND YEAR TEACHERS, FOUR-YEAR CONTRACT TEACHERS, AND OTHER LICENSED PERSONNEL

A. 1. All first and second year teachers are considered to be members of the bargaining unit

2. Revised evaluation standards and criteria shall be published by the Board free of charge in booklet form to each member of the bargaining unit.
   Notwithstanding the Teacher Evaluation Policy adopted by the Board and the provisions of Ohio Revised Code Sections 3319.11, 3319.111 and 3319.112 as revised by 1988 Ohio House Bill 330 (see Appendix O), the procedures, time lines, and all other matters regarding evaluation will be governed by the document, *The Toledo Plan — Intern, Intervention, Evaluation.* Subsequent changes must be mutually agreed by the Federation and the Board.
3. First and second year teachers shall have the right to answer in writing any written evaluation record of the teacher.
4. Non-probationary teachers who leave the system and return within five (5) school years shall be subject to not more than one (1) calendar year of probation upon return and not more than two (2) written evaluation reports to the Human Resources Office or to the Intern Board of Review, whichever is applicable.
5. Probationary teachers should consult Article XXIV, B, concerning teachers' meetings.
6. In-class model teachers shall continue their probationary contract status until such time as they are assigned to a non-pairing teaching assignment and successfully

complete the intern program.

B. Standardized lesson forms, as adopted in fall, 1969, shall be used in all schools; however, these forms shall not apply to the intern program or the second year of probation. Disputes concerning lesson plans shall be resolved by the co-chairs of the Intern Board of Review. Four (4) school days advance notice is required when lesson plans for an entire week are to be turned into the school office.

C. General Provisions

All teachers shall accrue credit toward completion of their probationary status provided **forty-five (45) days have been served in a semester**.

Probationary service for teachers **without previous Toledo experience is four (4) semesters**. One year limited contracts are granted. This provision does not apply to daily substitutes.

D. For the purpose of advancement to four (4) year contract status, long-term substitute service shall be credited for each semester in which the substitute worked at least forty-five (45) school days.

Long-term substitutes must serve one (1) year of the two (2) year probationary period in the intern program subject to waiver by the chair-person and vice-chairperson of the Intern Board of Review.

Some long-term substitutes may be placed in the intern program when it can be determined that service will be for one (1) semester or longer.

Determination of placement is made by the chair-person and vice-chairperson of the Intern Board of Review. Continuous building substitutes may count their service as two (2) of the four semesters required for probationary status if the forty-five (45) days in each semester rule is met. **Continuous building substitutes** must serve one year of the probationary status in the intern program.

Paraprofessionals must also serve one year in the intern program.

Hourly teachers, tutors and other similar teaching personnel also shall be credited with semesters toward completion of their probationary status subject to the provisions of Article IX, J-3, **but they must complete one (1) year of probation as an intern after a regular contract is granted.**

Substitute service of one hundred twenty (120) days or more in one school year regardless of long term status shall be credited for salary purposes according to court rulings when contract status is granted.

Salary credit at the time a regular contract is granted to long-term substitutes, hourly teachers, tutors and other similar teaching personnel shall include each semester completed toward advancement to four (4) year contract status. (See Article IX, B.)

E. Teachers who are on a four-year contract shall be evaluated annually in accordance with the Ohio Teacher Evaluation System described in Ohio Revised Code Sections 3319.111 and 3319.112 ("OTES"). Any Board employee conducting OTES evaluations shall be credentialed in accordance with the standards promulgated by the Ohio Department of Education. A credentialed administrator shall conduct OTES evaluations. Prior to any OTES evaluation, a credentialed administrator may request that a credentialed teacher conduct the evaluation on a teacher-by-teacher basis. All credentialed teachers conducting OTES evaluations must meet the qualifications mutually agreed upon by the Federation and the Board. Two (2) OTES Specialists shall be jointly selected by the Superintendent and the Federation President to support credentialed teachers conducting OTES evaluations. OTES Specialists may also conduct OTES evaluations if credentialed. The Federation and the Board shall establish a committee of six (6) members, three (3) appointed by each party. The Board's appointees shall be District-level administrators. The committee shall meet and recommend other details and requirements of implementing (OTES). The recommendations shall be delivered to the Board and the Federation no later than October 1, 2013, and if the Board and the Federation do not agree with the recommendations the parties shall proceed to an expedited arbitration of all outstanding issues. Release time granted shall be consistent for all credentialed evaluators doing OTES evaluations. For the term of this agreement, the Board will not hire additional credentialed evaluators for the purpose of doing OTES evaluations absent further agreement with the Federation. Non OTES educators who are on a four-year contract shall be evaluated once during the last year of the contract for recommendation for contract renewal.

One (1) classroom observation, prearranged between the teacher and the administrator for the purpose of making this evaluation, shall consist of at least twenty (20) minutes but not more than fifty-five (55) minutes. Other classroom visits shall not be used for this evaluation. If visitation is excessive, a limit on visitation may be imposed by mutual agreement of the Federation and the Board. Discussion of professional or teaching performance shall be private. The evaluation form agreed to by the Board and Federation shall be used. (See Appendix G.) This section is not intended to prohibit interviews for the record when rules and policies are violated as per Article XXXIV. When the four-year contract evaluation is rated "unsatisfactory," the Intern Board of Review may assign a consulting teacher, or another peer, to observe and evaluate the teacher. This second evaluation shall be given equal weight with the

first. If both evaluations are "unsatisfactory," the teacher could be assigned to the intervention program on a one-year contract should the Intern Board of Review so determine in lieu of dismissal proceedings.

F. The intern-intervention program shall be continued subject to cancellation in its entirety by either the Board or the Federation.

G. Consulting teachers in the intern program will be paid as per Article XXXVIII in addition to regular salary and supplemental contracts held. In the event a department chairperson is selected for active participation in the program, an interim chairperson will be elected to serve. The consultant, after completing his or her assignment, will return to the chairperson's position for one year after which a new election will be held to complete the two-year term or to fill a full two-year term, whichever is applicable.

H. For procedures to recommend a performance review of non-probationary teachers, see Appendix Q.

I. A change in a school's administrators shall not be valid grounds to ignore a second-year teacher's previous evaluations and thereby extend the probationary period to a third semester or year.

XIX. SUBSTITUTES

A. Regularly assigned teachers shall not be required to perform substitute duties for absent teachers. Teachers on regular contract may substitute when a regular substitute is not available to cover classes. Such substitution shall be voluntary on the part of the teacher.

1. Teachers are to be paid the prevailing negotiated hourly rate or a pro-rated amount dependent upon the length of the period. (See A-4, below.)
   For example:
   a. Secondary teachers (or those who teach fifty-five (55) minute class periods or longer) who agree to cover an entire class during their planning / conference period would be compensated at the prevailing hourly rate. One such period shall equal one (1) hour.
   b. Elementary teachers who have a planning conference period and agree to cover an entire class would be compensated the negotiated hourly rate pro-rated for the length of the period (45 minute period would equal 3/4 of the hourly rate.) Elementary teachers who absorb a fraction of an absent teacher's class will be compensated the negotiated hourly rate prorated on the basis of the length of the period and the number of students assigned (i.e. 1/3 of the absent teachers class would equal 1/3 of the hourly rate times the number of hours).
   c. All teachers who agreed to cover classes shall be compensated for the time that the teacher has

assumed responsibility for the absent teacher's class.

2. Teachers who agree to substitute shall be utilized only when the regularly assigned teacher is absent one (1) class period or more in secondary and self-contained middle schools, or after a one (1) hour absence in the elementary school. If it is known that a teacher is to be absent for the entire day and no substitute is available, this section may be invoked at the beginning of the day.
3. Distribution of substitute assignments shall be equitably distributed when it is possible to do so.
4. When more than one (1) class is assigned to a teacher, the hourly rate shall be paid for each class assigned. This shall also include study hall teachers who agree to accept more than one (1) class.

B. A regularly assigned teacher shall not be required to substitute for a teacher who is absent to attend an approved professional meeting.

C. Substitutes shall be furnished for regular instructional teachers, including all special teachers, when they are to be absent for one-half (1/2) day or more, except where teachers voluntarily make other arrangements with the principal.

D. Classroom teachers shall be notified when special personnel and special teachers such as music and physical education teachers are absent and no substitute is available.

E. When substitutes are required, every reasonable effort will be made to place a substitute who possesses a college major in that field in the position.

F. Long-Term Substitutes

The Board shall reemploy those previous Long- Term Substitutes who are properly licensed as regular contract teachers if it is necessary to add to staff to comply with Article XI and Article IV G-7, prior to employment of any new teacher. (See Article IX, B.)

All newly employed teachers prior to October 15, of each school year shall be employed and paid at a salary based on degree, licensure and experience as if they were regular contract teachers, and then they shall be placed under regular contract with the Board, provided sufficient student enrollment exists, effective on October 15, of each year.

Long-Term Substitutes shall be employed only as follows:

1. To fill vacancies created by teachers who are granted leave after the opening of school in September, or who have been granted leaves and are entitled to return to their original school and assignment.
2. Long-Term Substitutes will be granted the same salary and fringe benefits as if they had been in regular contract status on the sixtieth (60) day in one teaching assignment as per state statue.
3. In the event that not all Long-Term Substitutes with service in one assignment of one hundred twenty

(120) days or more are needed to fill permanent vacancies, these individuals shall be reemployed in long-term temporary vacancies for which they hold proper certification during the succeeding school year before other substitutes are assigned such positions. Notwithstanding the provisions of Ohio Revised Code 3319.10, the provisions of Article IX and XVIII shall continue to apply to employment rights and probationary time.

Long-Term Substitutes with one hundred twenty (120) days service reemployed the succeeding school year as long-term substitutes shall be paid at the regular contract salary and benefits from the beginning of their long-term assignment.

4. All Long-Term Substitutes shall be evaluated using the same procedures as those required for regular contract teachers or the intern program whichever is applicable.
5. Long-Term Substitutes shall accrue **system, departmental, or classification seniority from their first day of service in one assignment.**

   A semester determination for completion of probationary status shall be counted, however, only if the teacher completes forty-five (45) contract days of service during a semester. (See also Article XVIII, C.)
6. Long-Term Substitutes shall accrue **building seniority** from the sixtieth (60) day forward. However, a permanent vacancy in the school where the LTS is serving must be filled from the transfer or recall lists. If there is no teacher on these transfer lists, an LTS can be named to the vacancy.
7. **All required evaluation reports must be completed and filed on schedule, but a Long-Term Substitute who does not qualify for service credit for the first semester may be evaluated once after the March 15 deadline and prior to the end of the second semester.**

   Long-Term Substitutes assigned to the intern program will be evaluated under the provisions of that program. This evaluation may consist of a written statement of progress or deficiencies if the assignment to the intern program was made after February 20. Such written evaluation may continue until the end of the school year.
8. Subject to the above limitations and specifications, all fringe benefits and other contractual rights in this agreement also shall apply to Long-Term Substitutes as of the sixtieth (60) day of service in one teaching assignment.
9. **Substitutes in the same assignment shall not be assigned supplementary contract service during the first fifty-nine (59) days of service unless there are not other licensed applicants from the bargaining unit.**

G. Long-Term Substitutes who have served more than fifty-nine (59) days in the same assignment shall not be removed from the assignment merely to avoid a progression of accumulated days.

H. Teachers who are serving as Long-Term Substitutes (more than fifty-nine (59) days) when the assignment includes the last work day before a holiday or vacation period shall be paid for the holiday(s).

I. A substitute who must use accumulated sick leave shall be credited those leave days to a maximum of four (4) toward completion of the sixty (60) days necessary to qualify for regular salary and benefits.

J. When a teacher is scheduled for an extended leave of a month or more after the opening of school, the substitute will be assigned one (1) day before the leave begins.

K. Non-renewal notices will not be sent to Long- Term Substitutes who have worked sixty (60) days or more during the school year and who have qualified for the hiring list in Article IX, B.

L. **Long-term and continuous building substitutes** shall be offered contracts according to the priorities in Article IX, B, based on the number of days accumulated in a single year. When priority hiring lists exist for more than one year, the names on the oldest list shall be exhausted first until successive lists are exhausted.

Teachers who served in secondary positions have first choice for vacancies in secondary positions. Teachers who served in elementary positions have first choice for vacancies in elementary positions. If vacancies exist after contacting each individual in either classification, teachers listed in the other classification are contacted. Hourly teachers and tutors will be grouped with the elementary teachers if they have elementary licensure or with secondary teachers if they have 7-12 licensure

One hundred ninety (190) days is the maximum accumulation of days credited in any one school year.

M. Continuous building substitutes, long-term substitutes, part-time hourly teachers, and tutors when employed as regular salary teachers, shall be granted previous Toledo experience without regard to the maximum set forth in Article XXXV.

N. For the purpose of advancement to four (4) year contract status, **long-term substitute** service shall be credited for each semester in which the substitute worked at least forty-five (45) school days.

Long-term substitutes must serve one (1) year of the two (2) year probationary period in the intern program subject to waiver by the chairperson and vice-chairperson of the Intern Board of Review.

O. Long-term substitutes will be placed in the intern program when it can be determined that service will be for forty-five (45) days or longer.

P. Substitute service of one hundred twenty (120) days or more in one school year regardless of longterm status

shall be credited for salary purposes according to court rulings when contract status is granted.

Q. Salary credit at the time a regular contract is granted to long-term substitutes, continuous building substitutes, hourly teachers, tutors and other similar teaching personnel shall include each semester completed toward advancement to four (4) year contract status. (See Article IX, J.)

R. Continuous building substitutes who have served sixty (60) days or more shall continue to receive all fringe benefits during the summer months also. Continuous building substitutes are members of the teacher bargaining unit beginning the sixtieth (60th) day.

S. Long-term substitutes who have completed their first long-term assignment of sixty (60) days or more shall qualify for long-term positions expected to last forty-five (45) days or more in the following order before other Class I substitutes are assigned:

1. Long-term substitutes who have completed both semesters of the Intern Program.
2. Long-term substitutes who have completed one (1) semester of the Intern Program.
3. Long-term substitutes who have completed one hundred twenty (120) days of service in a single long-term assignment.
4. Long-term substitutes with sixty (60) days service in a single assignment up to one hundred nineteen (119) days service in a single assignment.

A substitute not placed due to an inadvertent error in the reassignment process is not entitled to back pay nor will there be a reassignment of the substitute actually placed. The substitute who was inadvertently overlooked will be placed in the proper location on the priority list. Back pay shall not be precluded if the missed assignment was deliberate.

T. Continuous Building Substitutes

1. Some substitute assignments shall be designated by the Board as assignments at a single school on a daily basis and shall be made by the Human Resources Office only.
2. This assignment shall include only those duties normally performed by regular teachers. Planning time shall be granted per the regular teacher's schedule.
3. Continuous building substitutes may be as signed within their building in areas outside their certification if necessary and, when unassigned in their home school, may be reassigned to another site with no interruption in service.
4. Continuous building substitutes may be assigned extra duties at any time provided such duties are not work performed by other bargaining units.
5. Substitutes who have completed a Class III continuous building substitute assignment in

the previous school year shall have priority for a similar assignment the succeeding school year subject to layoff rights of regular contract teachers.

6. Continuous building substitutes who qualify for regular teachers' contract pay and benefits, and are assigned the following school year as continuous building substitutes, will continue to receive regular teachers' contract pay and benefits from the first day of the succeeding continuous building substitute assignment.
7. Continuous building substitutes may count their service as two (2) of the four semesters required for probationary status if the forty- five (45) days in each semester rule is met. Continuous building substitutes must serve one year of the probationary status in the intern program. Paraprofessionals must also serve one year in the intern program.
8. See the Substitute contract Article IV, K, for evaluation procedures.
9. See Article XXX, F, for sick leave credit.
10. Continuous building substitutes who hold a four-year degree will be granted an unpaid leave to complete licensing according to the Memorandum of Understanding. See Appendix R.
11. See Article XXXVII, I, regarding a Continuous Building Substitute serving as a head coach of girls' or boys' volleyball or basketball or boys' football.

U. Those long-term substitutes who lack full licensure and have been placed on the priority hiring list according to M above shall not qualify for salary increments after Step 5 on the Teachers' Salary Schedule. In addition, long- term substitutes who lack long-term licensure and have attained placement at a higher salary step effective school year 2008-09 shall remain at the step.

XX. GRADING

A. Other than during the probationary period, teachers shall have the final authority to assign grades to students assigned to them. The final grade assigned by the teacher shall prevail except in those cases where the principal finds evidence of questionable judgment. In such cases, the principal and teacher shall cooperatively review the assigned grade. Such grade may be changed by majority vote of the Federation Building Committee. If the Federation Building Committee is not available to convene during the summer , a designee of the Board and Federation will make the review. Grade books shall be provided for teachers who request them.

B. Secretaries will complete Schedule III of the cumulative record when children are transferred during the school year.

C. At the end of the first and third quarters in high schools or other schools with a computerized grading system,

teachers shall have two (2) school days after the grading period to return grades and reports to the office. Such grades and reports shall be calculated on the full quarter's instructional time.

D. When a grade is questioned by parents during the summer months, the Board and the Federation will cooperate to retrieve the grade records from the teacher so that grade justification can proceed. The Federation will encourage the teacher to confer with the parent as soon as practical. When a teacher will not be available in June, the teacher must leave the gradebook in an accessible place within the school. When a teacher leaves the employ of the district, the gradebook will be turned in to the office.

E. See Appendix S and Board guidelines regarding "failure due to excessive absences" designation on grade cards.

F. A student who failed either a grade or a class shall not subsequently be reassigned to the same teacher if there is another teacher to whom the student can be assigned.

XXI. CLASSROOM COLLECTIONS AND SCHOOL FUNDS

A. A policy regarding classroom collections in each school will be determined by the building committee and the principal consistent with established Board policy. **However, teachers' participation in school-wide money raising campaigns shall be limited to three (3) campaigns.**

B. When a sales program is conducted by students, a separate committee composed of at least one (1) student, selected by the students, and the principal and the Federation Building Representative, or their designees, shall meet prior to the drive for the purpose of setting sales and expenditure guidelines.

C. The athletic director shall serve on the above committee when the purpose of the drive is to benefit the athletic department.

D. When a parent organization independent of the Board, such as PTA or Mothers' Club, sponsors a fund drive in which teachers participate, the principal and the Federation Building Committee shall first agree on a list of expenditure priorities for the school, and give the list to the parent organization. Expenditure of monies collected is the prerogative of the organization. Disputes should be resolved through a jointly constituted committee of Board and Federation authorized representatives meeting with representatives of the parent organization. Fund raising drives which do not interrupt the teachers' schedules are exempt from the procedures in this section.

E. Teachers shall not be required to distribute to students advertising literature from individuals and/or entities for profit unless approved by the appropriate Assistant Superintendent and the Federation president.

XXII. DISCIPLINE

General Provisions

A. Effective discipline, observance of good order, and respect for the rights of others are necessary so that all pupils may obtain the highest degree of quality education.

B. Every pupil has the right to learn and develop to his maximum potential. The maintenance of discipline and educational environment that is conducive to this growth and learning shall be the responsibility of the teacher and the administrator.

C. Those pupils who cannot adjust in such an educational environment and who habitually disrupt the learning opportunities of other children shall be referred to the proper program and /or agency in order that they may be given suitable assistance which will aid in their return to the classroom.

D. A counselor or principal will release general information to individual teachers concerning specific emotional or physical problems that could impair a student's learning, behavior, and safety in a timely manner. Except as otherwise restricted by law, a teacher will be advised of juvenile and criminal court dispositions, as well as probationary and parole status of students placed in his/her class. Except as otherwise restricted by law, a teacher, upon request, will be advised regarding a student's school disciplinary record.

E. A teacher may refer to the principal or the principal's representative for appropriate action a pupil who seriously interferes with the learning opportunities of other children in the classroom. The teacher shall communicate in writing, or in cases of extreme emergency in person, the nature of the problem to the principal or his representative. If such communication is done in person, a written report must be filed with the principal or his representative before the close of the school day. A standard check list referral form developed by the Federation Building Committee and the principal shall be used within each school for such referrals.

If the administrator determines that the student will be suspended or expelled under the rules of the discipline policy adopted by the Board, the teacher will submit an "Eye Witness Report" prior to the student being dismissed from the building when such report is requested.

The initial referral of a seriously disruptive student by a teacher shall be made to the proper disciplinary officer of the school rather than to the counselor. The teacher may recommend in his referral that the pupil be detained in the office for a minimum of the remainder of the class period. No student shall be returned to class within the same period without mutual agreement between the teacher involved

and the administrator. In elementary schools, a class period shall be defined as one (1) hour.

F. In the event the referred pupil refuses to comply with the teacher's directive to report to the office, the teacher should request the assistance of the principal or his/her representative.

When a student appears to be physically and/or emotionally out of control, the student shall be escorted to the office by a member of the administrative or security staff upon notification by the teacher, or by a teacher. Students out of control should not be sent to the office unescorted.

The administration and building committee at each school will develop, facilitate, implement and annually update a quick response plan for fights and disturbances in the classroom, hallway, and other building areas, regardless of the time of day. The Assistant Superintendent will be responsible for overseeing development, updating and implementation.

G. The principal or his/her representative shall investigate the referred case and take such action as is necessary, and the principal or his/her representative shall report in writing to the teacher the disposition of the referral. Dissatisfaction with the decision will be a proper matter for building committee decision with the principal.

If there is agreement between the principal and building committee that the student is seriously disruptive, said pupil shall be immediately referred to the Department of Pupil Personnel Services for a hearing and/or diagnostic services.

See Appendix S regarding Pupil Personnel Center discipline case reporting/disposition.

H. In the event all teachers who work with a child recommend suspension but the principal disagrees, a teacher may proceed as follows:

1. File with the principal a written recommendation with reasons stating why such action is recommended.
2. The principal shall submit a written reply to the teachers involved concerning their recommendation within three (3) school days.
3. A meeting with the principal and the teachers involved may be arranged by the principal. If the teacher, or teachers, request such a meeting, a meeting shall be arranged by the principal as soon as possible.
4. If agreement is not reached, the teachers may present a written appeal to the executive director of either elementary or secondary schools. A conference shall be arranged among the teachers, a representative of the Federation, the principal, and the executive director.
5. If agreement is not reached, the teacher may then present a written appeal to the Department of

Pupil Personnel Services. A conference then shall be arranged among the teachers, a representative of the Federation, a supervisor of the appropriate handicap area (if applicable), executive director of either elementary or secondary schools, and the Department of Pupil Personnel Services.

6. If agreement is not reached after the above conferences, the formal grievance procedure may be invoked at Level 2.

I. In all high schools, the principal shall appoint at least one administrator who shall be designated the disciplinary officer.

J. Principals shall notify the police in case of serious school-related offenses including, but not limited to, possession or use of narcotics or alcohol, arson or attempted arson, theft, serious vandalism, false reports of fire or bombs, possession and/or use of weapons and assault.

K. Prior to the adoption of rules regarding student behavior, the building committee will be consulted.

Hearings

L. An authorized Federation representative shall, upon the teacher's request, be present at all meetings between the administration and the teacher where the suspension or expulsion of any student is considered and the teacher is required to be present. Teachers who are directly involved will be notified and permitted to attend all pupil personnel disciplinary hearings. Teachers may be accompanied by an authorized Federation Representative.

M. When the teacher is asked to appear after or before regular school hours, the regular hourly rate of pay shall apply for all time required to travel to and attend the hearing. This payment will not apply to the Federation Representative.

Behavior Intervention Centers

N. In-school suspension programs (BIC) shall be governed by a collateral agreement originally dated April 27, 1984 and as mutually modified by the parties. (See Appendix H.)

O. Teachers will be assigned to the behavioral intervention program upon mutual agreement of the Board and Federation. Departmental or classification seniority will be maintained and accrued in the department or classification from which the teacher was assigned. Placement will not necessarily follow the procedures in Articles III and IV of this agreement, however.

P. Toledo Public Schools shall establish school/community programs for regular education students who continually exhibit behavior problems. These programs may be established in the seven high school feeder patterns for elementary, and senior high students. These programs shall be negotiated with the Federation.
See Appendix T.

The Board and Federation will explore development of alternative school/community programs for secondary regular education students who continually exhibit behavior problems for possible implementation in school year 2009-10.

Q. See Appendix S regarding school student discipline action plans, student tardiness, school demerit and detention policy, and student expulsion for bringing a gun onto school property or to any school function and for assaulting any teacher.

XXIII. STUDENT TEACHERS

A. Teachers with three (3) years teaching experience shall be eligible to be assigned a student teacher according to the regulations following. **Effective September, 1993, only those teachers who have completed student teacher course-work as approved by the Federation and the Board shall be eligible for placement on the assignment rotation list.** Exceptions to the three (3) year rule will be made in certain specialized teaching areas.

A rotation list of teachers making such requests shall be maintained by the Board and kept current according to the following departments and/or classifications:

1. In each high school by department.
2. In each elementary school taken as a whole for elementary grades by the principal.
3. The supervisor or director of each special education area and the elementary physical education department by elementary classification or secondary classification, except for speech therapy which shall be treated as a single department (K-12).
4. The Office of Elementary Education for kindergarten — system-wide. This list shall be compiled by that office and a representative of the Federation.
5. The director of music by elementary vocal, high school vocal (9-12), band (4-12) and orchestra (4-12).
6. By the directors of reading and mathematics for reading and mathematics specialists for elementary schools.
7. Any other system-wide department.
8. An objective method, such as seniority, a draw, or alphabetical listing, shall be used to constitute all lists. Lists will not be changed after the initial creation. New names will be added to the bottom of the list. Disputes will be referred to the joint committee in C, below, for resolution or to the grievance process.

B. Student teachers shall be assigned on a rotating basis. Refusal by a person on the list to accept a student teacher will result in that teacher's name being placed at the bottom of the list.

1. Team stipends shall be shared equally.

2. Where feasible, a student teacher may be assigned to a teaching team, or two cooperating teachers, but only if one teacher is at the top of the rotation list. This list shall not be altered, but the team person lower on the list shall be passed over when his/her name is next on the list. In cases where the stipend is divided, a team may elect to purchase supplies with the money.

C. Teachers in kindergarten and system-wide departments shall establish rotation lists by department. These system-wide department lists shall conform to the provisions of this section.

D. Teachers or teams at the top of a rotation list will be permitted to "pass" or otherwise trade places with someone else on the list provided they do so in writing. Refusal to accept automatically will result in placement at the bottom of the list. In a system-wide department, a teacher at the top of the list may pass only to the next person on the list provided a written agreement is secured from both persons. In the absence of agreement, the teacher at the top will go to the bottom of the list.

E. All personnel of the Toledo Public Schools recognize that individual differences in appearance are acceptable as long as they are not disruptive to the pupil's ability to learn.

F. The Board and the Federation shall jointly monitor student teaching programs and field experience programs, and recommend changes in programs and projects between the Board and area colleges. Such recommendations shall be made to the Superintendent, or his/her designee.

G. Each student teacher shall be provided a grade book.

H. Student teachers shall not be required to substitute.

I. Assignment of more than one student teacher to a cooperating teacher shall require full payment for each student assigned.

J. All student teaching stipends shall be issued in the teacher's name. In cases where there is more than one cooperating teacher, the stipend may be equally divided, but each teacher must receive a check from the university.

K. The work, the planning of work, and the assigning of grades to student teachers for the Board shall be the responsibility of the cooperating teachers to whom students are assigned. Supervisory personnel guidelines for student teachers sent to cooperating teachers shall have no standing in any evaluative, disciplinary or review for the record of a cooperating teacher.

XXIV. TEACHERS' MEETINGS

A. All regular teachers' meetings may be held once a month within each school. These meetings shall not exceed one hour in length. Other than the first day of the work year,these meeting shall not be held during

teacher workdays. Additional general faculty meetings may be scheduled after school only after agreement with the building committee. Other meetings may be scheduled during regular school hours. All teachers are required to attend one open house each school year, when and if scheduled. Elementary open house shall last not more than one hour. Payment shall be made for work missed if the work had been scheduled for another Board position.

B. First and second year teachers may be scheduled for additional meetings provided that the meetings are scheduled and each first and second year teacher notified at least three (3) days in advance.

C. Teachers shall not be asked to take attendance at teachers' meetings.

D. In event of an extreme emergency, prior notification of a meeting shall not be necessary.

XXV. SCHOOL INTERVENTION TEAM

Upon mutual agreement of the superintendent and Federation, a joint team appointed by the parties shall be given responsibility for the improvement of a school's operation. The team will construct guidelines for changes and monitor the results.

XXVI. DEVELOPMENT OF INSTRUCTIONAL PROGRAMS - COMMITTEES

A. System-wide Committee Appointments

1. Teachers shall serve on all committees relating to curriculum, testing and staff/professional development. When special education teachers are apointed to a textbook committee, one teacher from mild to moderate disabilities and one from moderate to severe disabilities, will be represented. Teacher appointments shall be made by the Federation.
2. Textbooks and/or curriculum committees, or other committees to which teachers are to be appointed, shall be formed through individual voluntary service, except that when payment for service is involved, all teachers shall be notified of the opportunity to apply through publication in the Staff Bulletin prior to the close of school in June if the committee is to serve during the summer. Names of teachers who apply will be forwarded to the Federation for appointment.

B. A curriculum committee shall be established composed of eight (8) members, four (4) each appointed by the Federation and the Board. This committee shall have the authority to make recommendations with respect to instructional programs or committee work. Regular reports shall be made to the superintendent and the Board. New curricular programs shall be reviewed by this committee prior to submission to the Board.

C. The Federation shall be consulted before any new educational programs are initiated or adopted. Such initiations or changes shall be developed cooperatively. (See Appendix I.)

D. The Board's current system-wide testing program in grades K through 11 may continue for the life of this agreement. The following guidelines will prevail:

1. Teachers will be involved in disclosing test results to parents during the regularly scheduled parent-teacher conferences, or at the request of either party.
2. Test results will not be used in any way to rate teachers, evaluate their work or in any other way affect their contractual status or conditions of employment.
3. A standardized achievement test may be administered to all pupils in grades K through 11 annually.
4. Primary teachers shall be required only to record student names on the front of the test booklet and information on the back. Answer sheets and grids will be processed otherwise.

E. State required competency tests shall be implemented per state guidelines. The Board's testing committee shall include Federation appointees and the Superintendent's designee .

F. All new trial curriculum material initiated by the central administration staff will be advertised in the Staff Bulletin for at least ten (10) school days so that interested teachers may apply to use them.

Teacher-initiated trial curriculum materials will not be reassigned to others unless approval has been obtained in advance.

G. It is agreed that proposals drafted by the Board for federal or other special funding will not violate any of the terms of this agreement. Procedures to be followed are found in a letter governing review procedures dated June 24, 1980. (See Appendix I.)

H. Teachers who serve on textbook selection committees shall be paid as per Article XXXVIII. **The administrator in charge of a curriculum or instruction committee shall submit appropriate time sheets to the Treasurer's Office within thirty (30) days of completion of the committee's service. The Treasurer's Office will process the payment on the next regular pay- roll.**

I. Teacher selection for specialized instruction to other bargaining unit members such as computer instruction shall occur after consultation with the Federation.

XXVII. SCHOOL CALENDAR, ARRIVAL, DISMISSAL TIME

Pursuant to the authority granted by Ohio Revised Code 4117 to the parties to negotiate provisions in a collective bargaining agreement exceeding minimum requirements

contained in the Revised Code pertaining to public education or the minimum standards promulgated by the State Board of Education, the following provisions are hereby agreed to with respect to the school calendar.

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

B. High school teachers shall be on duty a total of six hours and thirty minutes, excluding lunch. In each high school, teachers shall be required to report for duty fifteen (15) minutes prior to the first regularly scheduled assignment as part of their total duty day. See General Provisions, 4, pg. 170, if courses are taught before or after the required duty day.

C. If a general dismissal of students is arranged from the central administration building or at the building level, teachers shall be permitted to leave the building after the teacher's pupils have departed the premises or at the end of the school day, whichever occurs first.

D. The check-in list at each school shall remain in place until the time for regular classes to begin. A check-in record shall be made available to all traveling teachers.

E. The school calendar shall be cooperatively agreed upon by the Federation and the Board.

F. Teachers shall be paid for the following holidays regardless of the day upon which they fall: Thanksgiving, Christmas, New Year's, Presidents' Day, Memorial Day, Labor Day and the birthday of Dr. Martin Luther King, Jr. These shall be considered a part of the 190 days of the teacher's work year. (See M, below.)

G. On the first day of the school year, teachers shall be free to plan for the return of students except for a meeting of not more than two hours.

Faculty meetings shall be called on grading days or on the last day of the calendar only by mutual agreement of the Federation Representative and the principal.

H. Elementary teachers shall be granted one (1) full day without student supervision at the end of each semester to file grades and other reports.

A delayed start or early release of two hours minimum shall be scheduled prior to the end of the first quarter and prior to the end of the third quarter for all elementary schools for the purpose of completing activities related to pupil progress reports.

I. High school teachers shall be granted grading days at the end of each semester and/or trimester as per past practice.

J. Two (2) parent conference days shall be held in each elementary school each year. Principals shall be responsible for the master plan. Teachers must attend. The following options shall be available based on a

plurality vote of the faculty:

Option A: Elementary conferences will be scheduled during the week with teacher hours scheduled from 2:00 p.m. until 8:15 p.m. with a sixty (60) minute dinner break followed or preceded, by a day with regular school hours.

Option B: Regular starting time with extended schedule and early dismissal the following day to compensate for the extended schedule.

Option C: Regular schools hours only.

K. The last day of school duty shall conform to past practice.

L. The total number of minutes of classroom instruction provided to students by the Toledo Public Schools' calendar during each school year covered by this agreement shall exceed the minimum number required by the code provisions and/or regulations referred to above. This shall be determined by comparing the total number of minutes of classroom instruction offered to Toledo Public Schools' students with the total number of minutes which would have been provided had the foregoing minimum code and/or regulations been in effect.

1. As regards this provision, it is agreed that it is educationally sound and of specific educational advantage to the students involved to schedule parent-teacher conferences to include evening hours in order to reach the maximum number of parents, and compensate the calendar by dismissing school the following (or previous) day at noon.
2. As regards this provision, it is agreed that it is educationally sound and of specific educational advantage to the students involved that kindergarten student attendance will be phased in during the first three and one half days of the student school year so development assessments may be administered on an individual basis.
3. As regards this provision, it is agreed that it is educationally sound and of specific educational advantage to the students involved to dismiss high school students on final exam days upon completion of their scheduled examinations. 4. In the event it is necessary to extend the school year calendar, teachers shall be paid for additional days at their daily rate of pay.

M. If a longer school day is adopted upon agreement by the Federation and the Board, teacher schedules, pay and other working conditions shall be implemented after agreement of the Federation and the Board. The Board and Federation will explore the implementation of a year-round school pilot. Teacher schedules, pay, and other working conditions shall be subject to agreement of the Federation and the Board.

XXVIII. STAFF DEVELOPMENT

A. A voluntary Staff Development in-service seminar program selected by the Staff Development Control Board, shall be offered at least one (1) semester of each school year during the life of this agreement. Some programs may be limited in enrollment to those teaching in a specialized field.

B.

1. All Staff Development Control Board approved Professional Growth Courses shall be compensated for Professional Growth Credits at a rate of one (1) credit for every twelve to sixteen hours of instruction.
2. Payment shall begin the semester following acquisition of each full professional growth credit at the annual rate of $30 (effective 8-1-09) per professional growth credit.
3. The Federation Staff Development Control Board shall be composed of six (6) teachers appointed by the Federation. The Director of Training and Development and the president of the Federation shall serve as co-chairpersons of this committee and shall consult regarding committee appointments.
4. Teacher members of other Staff Development committees shall be appointed by the Federation. The Federation will advertise the positions to be filled.
5. In-service or seminar programs offered district-wide involving the teacher bargaining unit shall be reviewed and approved only by the control board if the in-service is outside regular teaching hours. Likewise, in-service or seminar programs offered by schools or departments at the building or department level, or within a feeder pattern, shall be reviewed and approved by the respective building representative(s).

   In-service or seminar programs offered district-wide during normal school hours affecting the teacher bargaining unit shall be offered only after consultation with the teacher members of the control board. Like-wise, in-service or seminar programs offered by schools or departments at the building or department level, or within a feeder pattern, during normal school hours, shall be offered only after consultation with the respective building representative(s).

   All proposals for district-wide or regional teacher in-services must be submitted to the Office of Human Resources by the 10th of each month for Staff Development Control Board review and approval for offerings the next month or thereafter.
6. In-service for the individual schools or departments, feeder patterns, or on a district wide basis, shall continue to be paid at the negotiated hourly rate

when such in-service is conducted outside the normal school day. Exceptions may be agreed between the Federation Building Committee and the principal or appropriate administrator for individual schools or departments; between the Federation and Assistant Superintendent for feeder patterns; and by the Staff Development Control Board for district-wide. Attendance at in-service or seminars conducted outside the normal school day is voluntary. Attendance at in-service or seminars conducted during the normal school day may be required.

7. Professional Growth Course seminar directors shall be paid $450 (effective 8-1-09) for each course directed.

C. A TPS-TFT Local Professional Development Committee (LPDC) will be established for the purpose of reviewing course work and other professional development activities completed by educators within the district for renewal of licenses. The LPDC will be composed of four teachers, one building level administrator and a Human Resources Director, and will be chaired by a teacher member. The Federation will appoint all teachers, including replacement members in the case of vacancies, and the chair of each committee. The committee will determine the frequency, time and location of meetings outside the regular school day. The office of Department of Human Resources will coordinate arrangements.

The LPDC will establish criteria, operating procedures and guidelines, forms, and appeal procedures. Goals and priorities which govern professional development activities will be agreed to by the Federation and the Board.

LPDC members shall be appointed for terms of three years. The teacher chair and committee members shall receive an annual supplemental contract. See Article XXXVIII.

The teacher chair shall be released full-time when full funding for this position is available through the Ohio Department of Education LPDC grant.

Extended time, during the months of June, July, and August, for the LPDC teacher chair and the LPDC teacher members will be annually reviewed and agreed on by the Executive Assistant to the Superintendent for Human Resources and the Federation. Extended time for LPDC services during the months of June, July, and August shall be paid to the LPDC teacher chair and the LPDC teacher members at each teacher's personal daily rate of pay.

The LPDC shall review and approve course work, CEU classes, workshops, and activities which will be used to satisfy Ohio Department of Education (ODE) licensure requirements and may award credit for school district

sponsored in-service and seminar programs.

In the event of any legislative changes, a majority of teachers will continue to constitute the LPDC for the purpose of reviewing course work and other professional development activities completed by teachers within the district for renewal of licenses.

D. The Board and Federation will jointly develop and present a Professional Development Academy.

1. The Academy will provide the AFT ER&D Foundations of Effective Teaching course, or a mutually identified alternative, to all second-year teachers. Attendance will be required. Each teacher will be compensated $650 (effective 8-1-09), $325 (effective 8-1-09) first semester and $325 (effective 8-1-09), upon successful completion of the course for course attendance and classroom materials and supplies.
2. The Board and Federation will explore professional development options for second year teachers, including "Managing Anti- Social Behavior."
3. The Academy may also offer Professional Development Modules at which teacher attendance will be required. Subject matter, content, presenter(s), and designated teacher participants will be mutually agreed to by the Board and Federation. Participants shall be compensated at the mandatory hourly rate of pay.
4. The Academy may also provide Professional Development Modules for voluntary participation by teachers. Compensation shall be at the negotiated hourly rate.
5. Teachers who complete the AFT Educational Research and Dissemination Program courses: Foundations of effective Teaching I, Foundations of Effective Teaching II, Managing Anti-Social Behavior, Beginning Reading Instruction, Reading comprehension Instruction, Thinking Mathematics I, Thinking Mathematics II, Thinking Mathematics III, School-Home Connection, Managing Student Behavior for Support Staff; Instructional Strategies That Work, or any mutually agreed

   ER&D programs shall be paid a stipend on a one-time basis for each course. The stipend shall be paid on a one-time lump sum basis. The total of all stipends shall not exceed $135,000 annually effective 8-1-08.

E. Teachers who provide in-service instruction shall be compensated one and one-half times the negotiated hourly rate for each hour of in-service presentation.

F. Beginning in the 2001-2002 school year, the Board and Federation will jointly develop and present a New Teacher Academy. The Academy will be scheduled for up to five weekdays in duration immediately preceding the first day of the school year. Attendance at the

Academy will be required for all teachers new to the district. Participants shall receive a stipend equivalent to the daily rate of the beginning B.A. for each day of attendance and if they successfully complete all assignments. The Board and Federation will mutually determine the agenda, topics, format and presenters. Teacher presenters will be paid at their daily rate for each half-day or full day of instruction provided with a maximum of five full days. New Teacher Academy programming will be mutually developed and presented for teachers hired after the commencement of the summer Academy.

G. The Board and Federation will support teachers in qualifying for National Board for Professional Teaching Standards (NBPTS) certification. The parties will collaborate with an area university to develop and provide credit courses to assist teachers with pre-candidacy and candidacy activities. The Board will assist candidates to prepare quality portfolios by making available videography equipment and expertise. Candidates will be provided a minimum of three (3) professonal leave days for the purpose of documenting teaching practices and portfolio development. The Board and Federation will jointly recognize district teachers who are awarded NBPTS certification.

H. Art, music, and physical education teachers/specialists may be included in any in-service session that can improve their performance as teachers. Cross-curricular activities are encouraged. Art, music, and physical education teachers/specialists shall be compensated at the negotiated hourly rate up to two hours, up to four times annually, for participation at best practices department meetings.

XXIX. DEPARTMENT CHAIRPERSONS

A. Election

In schools where there are at least four (4) teachers in the same general academic or vocational area, department chairpersons shall be elected in odd-numbered years according to the following provisions:

1. Each department chairperson shall be elected for a two (2) year term by a majority vote of the members of each department. A department member is a teacher who teaches a minimum of three classes under the departmental organization. If no candidate receives a majority, a run-off election shall be held. Only the two candidates with the highest vote totals will be permitted to compete in this second election unless there is a tie for second highest vote total in which case those tied will also appear on the ballot. In the runoff election, a plurality shall determine the winner. (See Article III, C.) Absentee ballots are prohibited. Votes for write-in candidates will not be counted.

Acting administrators for more than a quarter may not continue to serve as department chairpersons. **Teachers may not be candidates if they are in an acting administrative assignment expected to last more than three weeks.**

2. In the case of a tie vote in the second election, the candidate with the greater system- wide seniority shall be declared elected from among those tied with a plurality vote total.
3. Prior to June 1, of odd numbered years, each department chairperson shall be elected by a secret, written ballot prepared and conducted by the Federation Building Representative. No other elections will be recognized except to fill vacancies as described in A-4, below.
4. In the event of a leave taking, transfer, or retirement of a department chairperson, prior to the conclusion of the two year period, an election will be conducted to complete the term of office.

   In the event a department chairperson is selected for active participation in the intern program, an interim chairperson will be elected to serve. The consultant, after completing his or her assignment, will return to the chairperson's position for one year after which a new election will be held to complete the two-year term or to fill a full two- year term, whichever is applicable. Also see Article XVIII, G.
5. Teachers who are members of the department at the time the election is held shall be permitted to vote, if they are present at the election, excluding teachers on leave following disability retirement approved by S.T.R.S., professional growth leave and public service leave. Long-term substitutes shall be prohibited from voting.
6. If two or more classes are taught at the same time, a teacher will be given credit for both to qualify under A-1, above.
7. Results of the vote count shall be announced if a request is made by one of the candidates.

B. 1. Each high school shall have a fine arts department chairperson which shall include all music and art programs. Such chairpersons shall be paid if the requirements of C, below, are fulfilled.

2. Librarians, nurses, speech and language therapists, music teachers, physical education specialists, school social workers, teachers of the gifted, teachers of career education, ESL teachers, and reading teachers shall elect system-wide department chairpersons. Home economics teachers shall elect chairpersons at their respective schools. OWE-OWA Coordinators will form departments at their respective schools as per past practice. These categories shall be paid according to the standard in C, below. A department chairperson also shall be

elected for occupational and physical therapy.

3. Reading teachers, except those described in Article IV, C shall be divided into two (2) system-wide departments. Elementary reading teachers shall have a chairperson, and secondary reading teachers shall have a chairperson.
4. In senior high schools where various special education disciplines can be combined to reach a total of four (4) teachers, a department chairperson shall be elected and paid as per this Article.
5. A department chairperson shall be elected at elementary schools when eight (8) or more special education teachers are stationed there.
6. Foreign language teachers who teach one (1) foreign language class shall count toward the calculation of four (4) in A, above.
7. In departmentalized schools those teachers not included in a department because of the above regulations shall be combined to form a remaining "general department."

C. The salary increment for department chairpersons shall be as follows: (See Article XXXVIII.)

D. Grade Level Chairpersons

No grade level department chairpersons shall be designated in elementary schools.

E. General

Other teachers shall not be required to supervise students from classes of department chairpersons who are called by administrators to attend meetings.

1. Department chairpersons shall form curriculum advisory councils in each of the depart mental areas. These councils should meet at least once each semester with their director, or designee, to advise concerning curriculum.
2. Reading specialists shall include those teachers working as consultants, specialists, supplementary and remedial teachers.
3. No reduction in salary shall take place subsequent to the October enrollment statistics when department members are not replaced.
4. The job description for department chairpersons shall be distributed after each election.
5. Acting administrators shall be prohibited from holding department chairperson positions, as per Section A-1 of this Article.

XXX. LEAVES

SICK LEAVE

A. Sick leave credit shall be computed on the basis of the employment year beginning September 1, and ending August 31, following.

B. A teacher on an annual salary shall accumulate a maximum of fifteen (15) days sick leave during any employment year, the same to be computed at the rate

of one and one-quarter (11/4) days for each completed month of service.

C. Sick leave shall be cumulative to a maximum of 370 days. This maximum shall remain at 370 days hereafter.

D. Sick leave shall be used for personal illness only and all other leaves herein shall be separate from, and in addition to, sick leave unless otherwise specified in this Article.

E. Teacher absences of not more than ten (10) days resulting from injury while the teacher is engaged in the performance of duties shall be charged to emergency leave on an annual basis. The 11th through 60th days of teacher absence resulting from injury compensable under the workers' compensation laws of the State of Ohio shall be initially charged to sick leave. Upon presentation of workers' compensation benefits attributable to said days, sick leave charged will be restored.

F. Ten (10) days sick leave of their fifteen (15) day yearly accrual shall be credited to each first year teacher upon employment. If illness occurs, the teacher shall receive his regular pay per day until the sick leave credit is used. In cases where the illness extends beyond the ten (10) day credit the teacher will forfeit his regular pay. For all other teachers, in the event their accumulated total is exhausted, they also shall be advanced ten (10) days sick leave against which they may borrow. Long-term substitutes and continuous building substitutes shall be advanced five (5) days after the sixtieth (60th) day of assignment in one position. No advancement will be made after March 31st. If these substitutes are reemployed the succeeding school year, sick leave credit for the summer months shall be applied in September, or the month of reemployment.

G. Teachers will use AESOP to report their absence. This will be done only for sick leave. Leaves that require approval will be done as per past practice.Teachers will no longer be required to report their intent to return the day following their absence.

H. A member of the bargaining unit whose personal illness extends beyond the termination of his/her sick leave shall, upon written request by a medical examiner, be granted a leave of absence, without salary, for up to five (5) years. Return to work must be approved in writing by a doctor, and any request to return by either the teacher or the Board must be in writing.

A teacher returning from this leave or from a STRS disability shall be placed as a reduced enrollment teacher. (See also General, below)

I. Previously accumulated sick leave of a person who has been separated from public service in Ohio shall be placed to his/her credit upon his/her reemployment in the public service, provided that such reemployment takes place within ten (10) years of the date of the last

termination from public service. The same shall apply to those transferred into the bargaining unit.

J. Sick leave shall not be charged on holidays or calamity days.

K. Teachers may use up to five (5) sick leave days each year to attend to illness of their children if the child is under age 18 or up to age 23 if the child is handicapped. Such sick leave days shall be deducted from the teacher's accumulated total.

L. Teachers who have accumulated a minimum of thirty (30) sick leave days may donate up to five (5) sick leave days to another member of the bargaining unit upon mutual agreement of the Human Resources Office and the Federation. Teachers may receive up to thirty (30) days for post-partum care under this provision. Additional days for post-partum care may be granted due to medical necessity subject to mutual agreement of the Board and Federation.

M. CHRONIC SICK LEAVE ABUSE REVIEW COMMITTEE

A joint panel consisting of two (2) representatives of the Administration and two (2) representatives of the Federation shall be established to review suspected cases of sick leave abuse.

The panel also shall be empowered to recommend a prescribed plan for improvement. Referrals can be identified by the panel itself or through internal union procedures.

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

The panel shall report to the Human Resources Office its findings as "abuse not present" or "apparent abuse exists." **When apparent abuse exists, the Board may exercise the option to require a statement from a physician to justify an absence due to illness.**

Subsequent identification of the same employee for abuse of sick leave may lead to further disciplinary action up to and including termination.

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

PROFESSIONAL LEAVE

A. The Board may grant teachers visiting days and time for professional meetings without loss of pay as follows:

1. During a school year, teachers may be allowed two (2) days for visiting other schools.

2. Ten (10) days may be allowed individual teachers for attendance at professional meetings, or meetings of an important civic nature.
3. Request for professional leave days must be filed with the Human Resources Office at least fifteen (15) days previous to the date for which the leave is requested. Notification that the leave has been or has not been approved shall be given the applicant not less than five (5) days prior to the first day of the leave request.
4. Application forms shall be available in the office of the school principal. Substitute teachers shall be hired to replace teachers granted leave under these provisions.
5. Up to thirty-five (35) duly elected delegates shall be granted paid leave to attend the conventions of the Ohio and American Federation of Teachers.
6. An expense fund for approved professional meetings including meals in the amount of $50,000 per year shall be set aside to pay professional meeting expenses of teachers in or out of the district. Teachers will receive reimbursement for authorized expenses incurred from this fund within 30 days of submission of proper documentation by the teacher to the appropriate Assistant Superintendent or Executive Director. The fund shall be jointly administered by the Federation and the Board.

   Funds not expended shall be carried forward into the next fiscal year for additional professional leave expense. The Federation may designate all or a portion of these unexpended funds to be used for reimbursement of college tuition, in part or full, for teachers who are pursuing graduate course work that addresses district needs as mutually identified by the Board and Federation.
7. When leaves are approved by the Federation and the Board for which expenses are granted from the fund in A-6, above, substitutes shall be provided by the Board where necessary.
8. Professional visitations or meetings in addition to those approved in A-6, above, may be approved by the Board at its discretion with or without expenses. Expenses will not be charged to the fund above.
9. Meetings required by the Board or the State Department of Education shall not have expenses charged to the Federation fund.

EMERGENCY LEAVE

A. A requested absence not to exceed three (3) school days with no deduction in pay shall be granted to teachers who have a **death** in the immediate family. The "immediate family" is to be interpreted to mean father, mother, sister, brother, husband, wife, children, step-parent, step-child, in- law, grandparents, grandchild,

guardian, a person who has lived in the teacher's home for twelve (12) consecutive months prior to the death, or a person whose legal residence is the same household. If the **funeral** of a member of the immediate family occurs in another city which is greater than 175 AAA miles from Toledo, an absence of five (5) school days will be allowed, if necessary, with no deduction in pay. Legal holidays are not included as school days.

B. Teachers attending the funeral of others not in the immediate family and not living in the house-hold shall be granted absence for the day of the funeral with no deduction in pay, upon approval of the Human Resources Office. **Application must be in the Human Resources Office** within three (3) working days after the date of the funeral.

C. Up to five (5) school days with no deduction in pay shall be granted for each **serious injury or illness** affecting a member of the immediate family as defined in Section A. The teacher shall provide upon return the name and address of the attending physician. The physician may be contacted by the Board and verification obtained. In the event the attending physician requires a release authorizing his verification of the serious nature of the injury or illness, such release will be signed upon request. In cases where the serious nature of the injury or illness has been verified by a physician his definition of serious shall be accepted as valid. This leave may be used more than once each year, but the total shall not exceed five (5) days annually. In extraordinary circumstances the Human Resources Office may approve an extension of emergency leave.

D. Up to five (5) school days may be granted with no deduction in pay in the event a **fire** causes damage to the teacher's residence serious enough to require different temporary lodging.

E. When there is a **death of a staff member** of any school, a delegation will represent the staff at the funeral. The size of this delegation will be determined based on the following: Any school with a staff of 50 or more - a maximum of nine (9) staff members may be released to attend the funeral. Any school with a staff of 25 to 49 - a maximum of five (5) staff members may be released to attend the funeral. Any school with a staff of 24 or less - a maximum of three (3) staff members may be released to attend the funeral. Staff members who are members of the immediate family (as defined in the negotiated agreement) shall not be counted in the calculation outlined above.

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

JURY DUTY — COURT LEAVE

The following procedures shall apply to jury duty and

court leave. (See also the more detailed instructions found in Appendix P.)

A. Jury duty compensation need not be remitted to the Board. Regular salary will be paid.

B. Appearance in court for any purpose except as directly related to a personal "for profit" outside business shall be fully compensated by the Board. Teachers subpoenaed to appear as a witness for any reason in any case shall be fully compensated.

C. A copy of the subpoena or summons must be submitted to the principal or supervisor.

D. If released by noon, the teacher must return to work.

E. Proper application forms shall be filled out as soon as possible.

ASSAULTS AND ASSAULT LEAVE

A. "No person shall intentionally or willfully and wantonly engage in any conduct that causes physical harm to another." This statement constitutes the definition of an assault.

B. Notwithstanding the provision of Section 3319.141 of the Ohio Revised Code, the employer will grant assault leave to covered employees absent due to physical disability resulting from an assault under the following conditions:

1. Any employee who must be absent from his or her duties due to physical disability resulting from an assault by a student, an intruder on school property, or the parent or legal guardian of a student, while teaching or performing administrative duties, or in school related activities, on or off school premises before, during or after school hours, will be paid his or her full scheduled compensation during his or her period of disability. If permanently disabled, the employee must apply for disability retirement and no assault leave shall be granted after such retirement has been approved. The period of such absence, as defined in this provision, shall be termed "assault leave."
2. Before assault leave can be approved, the employee (if physically able) shall furnish to the superintendent, a written, signed statement describing the circumstances and events surrounding the assault, the cause thereof, including the location and time of the assault, names and address of victims and witnesses, and a description of the injuries sustained by each victim of the assault. If medical attention is required or sought, the employee shall also furnish to the superintendent a statement of the nature of the disability and its probable duration which has been signed by a licensed physician.
3. Falsification of either the written, signed statement of the events or circumstances surrounding the assault, or the physician's statement, shall

be grounds for suspension or termination of employment as per Article XXXIV.

4. Assault leave, which is approved by the superintendent, shall not be charged against sick leave earned or earnable by the employee or leave granted under regulations adopted by the Board, pursuant to 3319.08 R.C., or any other leave to which the employee is entitled. Covered employees will receive their full scheduled compensation under assault leave benefits for the period of disability not to exceed forty-five (45) days less any amounts received by the employee as compensation under the Workers' Compensation Act of Ohio for disability payments during the aforesaid period.
5. No payment shall be made or required for any period which the employee elects to take sick leave, however, the employee may also use sick leave after assault leave has been exhausted.
6. Nothing in this section or otherwise shall prohibit the employee's right for all benefits of every kind, nature, and description prescribed by law (medical, partial and permanent disability benefits), exclusive of assignment as described in paragraph 4, above.
7. Payment of assault leave shall be at the regular rate of pay at the time of the assault, plus any adjustments granted as if the teacher had been in regular service.
8. Payment shall be discontinued in the event that the employee begins to receive retirement benefits under the State Teachers Retirement System. In all other respects not covered by this section, the provisions of 3319.143 shall apply.
9. Nothing in this section shall be construed to cover injuries resulting from instances of simple negligence only.

RELIGIOUS LEAVE

A teacher shall be entitled to leave for religious observances. Requests for such leave shall be filed in the Human Resources Office at least five (5) days prior to the religious observance.

Leaves for religious observances shall be charged first to unused personal leave and the one-time unpaid leave of up to five (5) days, subject to all applicable restrictions. All other requests for religious observance leave shall be charged to the teacher as unpaid leave.

SABBATICAL LEAVE

A maximum of three (3) sabbatical leaves shall be granted for two (2) semesters each year of this agreement subject to the following guidelines:

A. The teacher shall present the sabbatical leave committee a plan outlining the purpose and goal of the sabbatical leave. Such a plan will have as its primary purpose professional growth. This leave, if granted, would be

at the difference between the substitute's pay and the teacher's expected salary for one or two semesters, but in no case less than fifty (50) percent of the teacher's expected salary. At the conclusion of the leave, the teacher shall present evidence that the plan was pursued and may be required to return to the Toledo Public School System for a period of at least two (2) years. If the teacher fails to return for two (2) years of service, he/she shall be required to refund the money which the Board has advanced.

B. The sabbatical leave committee shall consist of two persons appointed by the Federation and two persons appointed by the Board. Authorizations shall be submitted to the superintendent for approval.

C. The teacher shall present his/her application to the committee not later than March 15, of each year.

D. Teachers on sabbatical leave shall return to their original building with full seniority.

E. Full insurance benefits shall be maintained for persons granted sabbatical leave.

F. Completion of seven (7) years Toledo teaching at the time the leave is to commence or during the first semester of the leave is required.

PREGNANCY LEAVE — SICK LEAVE

The teacher shall determine the number of accumulated sick leave days to be applied. The Human Resources Office shall be notified of the number of accumulated sick leave days to be applied seven (7) days prior to the commencement of sick leave. This notice shall include verification by the teacher's doctor for sick days to be used in excess of eighty (80) days. The teacher shall also specify the duration of the sick and/or child care leave but such request shall not exceed one (1) calendar year.

CHILD CARE LEAVE

A. The child care leave is an unpaid leave granted to any bargaining unit member commencing at the expiration of designated sick leave days if any. The applicant shall specify at the time of application the intended date of return to school. A doctor's statement shall not be requested for child care leave. This leave shall be granted as per past practice under maternity leave.

B. Child care and/or sick leave in excess of twelve (12) months shall require reapplication and approval by the Board.

C. The teacher shall return to his/her original school and assignment provided the leave does not exceed one (1) calendar year.

D. The teacher on child care leave who returns to school in the next school year after the original application and after April 15, may be temporarily assigned to a different assignment for the balance of the school year; but the teacher will then be assigned to the

regular position at the opening of school in September. If such teacher does not wish to return to a temporary assignment after April 15, the teacher's leave may be extended by agreement between the teacher and the Human Resources Office with the right of original assignment maintained.

E. Fringe benefits will be paid after sick leave for the rest of the month when sick leave is stopped plus two (2) additional months.

BIRTH ADOPTION LEAVE

If requested, teachers in the bargaining unit shall be granted three (3) days paternity or adoption leave with pay to be taken immediately before or following the birth or adoption of a child to his/her spouse. A teacher shall be granted three (3) days of leave, not charged to sick leave, for the birth or legal adoption of that teacher's child. Child care leave is available thereafter. Child care leave shall be available to either the father or mother.

MILITARY LEAVE

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

STUDY LEAVE

The Board may grant to a member of the bargaining unit, upon his/her application, a leave of absence for study. Tuition only may be paid by the Board if recommended by the sabbatical leave committee. Such leave must be requested not later than March 15.

The sabbatical committee shall recommend these leaves under the procedures specified for sabbaticals. Applicants will be assigned to comparable positions if the leave is extended beyond one (1) year.

PERSONAL GROWTH LEAVE

Upon proper application and approval by the Human Resources Office, teachers may be granted a one (1) year leave without pay for the purpose of pursuing other employment opportunities with the right to return before new teacher applicants under procedures specified for sabbaticals. System seniority and experience for salary advancement shall not be accrued during this leave. "Other employment opportunities" shall be interpreted to mean work outside the field of education.

FOREIGN EXCHANGE TEACHER LEAVE

The Toledo teacher securing said leave shall be compensated as required by law. A one year substitute shall be hired to replace the Toledo teacher. The foreign

teacher shall receive mileage for any driving outside normal school hours required by the Board.

PUBLIC SERVICE LEAVE

Any teacher with three (3) years experience shall,upon request, receive leave to occupy elective political office. Said leave shall be granted for the full term of the elective office. Upon termination of a term of office longer than one (1) year, the teacher shall return to a comparable teaching assignment with full seniority and rights maintained. He/she will not be paid any salary by the Board during this time. Members of the bargaining unit who resigned prior to May, 1978 for the purpose of holding elective public office shall be extended this leave upon agreement of the Board and the Federation. Seniority shall not accrue during this leave. Previous seniority will be reinstated at the conclusion of the leave. Salary credit shall not accrue during the leave.

PERSONAL LEAVE

A. Two (2) days of personal leave per school year shall be granted to each member of the bargaining unit. An additional day shall be granted to those who have accrued 250 sick leave days at the time of the accrual. Only one (1) of these days may be used during the month of May subject to C, below.

Personal leave shall not be used on the day before or after any holiday or vacation period, or during the first week of school and or on or after June 1. This restriction during the first week of school and on or after June 1, applies only to teachers who teach 190 days. (This language applies under the traditional school calendar.)

B. Personal leave shall not need justification or explanation by the teacher, but the teacher will give two (2) days notice when possible. Notification must be given before the leave except in an emergency. In any event, written notice must be on file in the payroll office before pay for that day is granted.

C. During the month of May, requests for personal leave shall be scheduled in advance of the leave. Requests will be granted on a first come, first served basis upon receipt of the completed personal leave form. Requests for the month of May shall not be made earlier than the beginning of the second semester. During May personal leave will be limited to the following schedule on any one day:

Teaching Staff Size	Number of Teachers Permitted Personal Leave Day
15 or fewer	2
16 - 19	3
20 - 49	5
50 - 74	7
75 or more	9

Traveling teachers for whom a substitute would normally be assigned shall be attributed to the school where they are first assigned on the requested day. Other traveling teachers shall not be included in the calculations.

D. Personal leave days in A, above, not used shall be compensated at the daily substitute rate.

E. An additional personal day shall be granted to a member of the bargaining unit for his/her **wedding** or **graduation** or the wedding or graduation of the members of his/her immediate family as described in this agreement, or a legal guardian but not in-laws.

This day may be taken on a Friday or Monday if the wedding or graduation is on the weekend. In unusual circumstances an additional day for graduation or weddings may be granted with prior approval of the Human Resources Office. Graduation is defined as one beyond high school unless the high school graduation is more than 175 miles from Toledo. This additional day may be used when a personal degree is conferred, regardless of the day the ceremony is held.

Applications shall be made to the Human Resources Office not later than ten (10) days prior to the event.

UNPAID LEAVE DAYS

Upon ten (10) days notice to the Human Resources Office a member of the bargaining unit shall be granted up to five (5) school days without pay per school year. This leave may be used more than once each year, but the total shall not exceed five (5) days annually. These days need not be taken consecutively.

Personal leave shall be permissible the day before and the day after these unpaid days and the holiday exclusion in A, above, shall not apply. This leave shall not be taken after April 30. Emergency situations will require documentation to substantiate the need for this leave.

GENERAL

A. 1. Teachers who have been granted a military sabbatical, study or foreign exchange leave of absence of one (1) year or less, shall be returned to their original school and assignment. If such leaves extend beyond one (1) year, the teacher shall be entitled to a comparable position and assignment. Teachers on pregnancy and maternity leave consult applicable sections.

2. Teachers on all leaves of absence, except the personal growth leave and public service leave, shall receive years-of-service credit toward salary increments for the period of the leave.

3. Teachers who have exhausted their sick leave shall be returned to their original assignment and school unless the unpaid portion of the leave exceeds fifteen (15) months. Thereafter the teacher shall be returned to a comparable assignment.

4. Seniority shall be maintained during all leaves for

credit towards salary increments and other purposes unless otherwise restricted by the provisions of this Article. However, in case of reassignment to a comparable position, building seniority in the previous assignment will not be transferable to the new assignment.

B. Absences the day before and the day after each holiday period shall not affect payment for established holidays. Recess days shall be included in this provision.

C. All leaves in this Article shall be incorporated into one absentee record card. Each leave shall have a place for a mark and a place for the teacher's signature. Signatures shall be required only after completion of the leave. Teachers shall complete the appropriate application forms for leaves requiring them. No further reasons need be given. Forms for all leaves shall be available in each school office.

D. Any employee granted a leave of absence under the terms of this agreement who enters into gainful employment during the term of the leave without written authorization of the Board, shall be terminated. This provision shall not apply to any employee gainfully employed when the leave commences, provided there is no expansion of the time spent in such employment, or to Personal Growth or Public Service leaves.

E. The Human Resources Office shall be the sole representative of the Board in granting leaves under Article XXX.

WORKERS' COMPENSATION

The Board shall contribute annually to the Ohio Workers' Compensation Fund as provided by Section 4123.01 to Section 4123.95 inclusive of the Ohio Revised Code. The Office of Insurance/Workers' Compensation shall establish standardized procedures for administering Workers' Compensation claims. Forms will be mailed to the homes of applicants with a cover letter of explanation. A representative of the Federation shall be released with pay to attend those hearings or appeals of teachers concerning school related matters by the Bureau of Workers' Compensation or appeals scheduled by the Ohio Bureau of Employment Services during school hours.See also Sick Leave, E.

XXXI. SUMMER SCHOOL

A. ELEMENTARY SUMMER SCHOOL

1. No matrix or administrative intern personnel shall be permitted to hold teaching positions in the elementary summer school programs when qualified teacher applicants are available. Elementary summer school employment opportunities shall be restricted to members of the bargaining unit employed by the Board except where there are no such applicants available.

2. Beginning with the 1969 summer session, teachers may continue in a continuous summer assignment for a period of five (5) years, at which time all teachers shall be rotated out of the elementary summer school program when qualified teacher applicants are available. A former summer school teacher may reapply for summer school. These applicants will not be placed if there are others on the list in their classification who have not taught in summer school. If readmitted, teachers shall serve only that year. A session taught in the elementary summer school shall equal one (1) year of summer employment.
3. A list of applicants for summer teaching positions shall be maintained at the Human Resources Office in a place accessible to teachers. Applications for summer school teaching positions may be made only by a member of the teacher bargaining unit to the Director of Personnel by April 15. If insufficient applications are on file by April 15, additional applications will be accepted.
4. All summer school applicants shall receive by May 1, notice of receipt and the status of their application.
5. Elementary summer school vacancies shall be filled on the basis of classification seniority. A list shall be established showing seniority in this category. Teachers will be taken from the list according to their seniority based on the position or positions for which they applied. Elementary reading teachers may count elementary and/or system-wide department seniority. Once summer seniority has been established, it shall take preference over non-summer seniority in restaffing for the following summer. Placement in a summer school assignment does not guarantee employment for five (5) continuous years but is subject to enrollment and staffing requirements.
6. The following procedures shall apply to re- staffing elementary summer school subject to student enrollment:

   a. As teachers complete their fifth summer they will be removed from summer school.

   b. Proper applicants will fill summer positions vacated based on the following priorities listed in order:

   (1) Previous uncompleted elementary summer seniority with the greater number of summers taking precedence.

   (2) Those with no elementary summer seniority shall be placed based on classification seniority.

   (3) Teachers in summer programs involving only the staff of one school shall be considered to be new elementary summer school applicants.

   7. Regular class size limitations, as provided for elsewhere in this agreement, shall be maintained.

B. SECONDARY SUMMER ACADEMY (MULTI-DISTRICT PROGRAM)

1. The parties hereby recognize the operation of the Multi-District Secondary Summer Academy sponsored by the Toledo Board of Education and other sponsoring school districts. The following describes how Toledo teachers are to be selected to fill teaching vacancies available to them in the Secondary Summer Academy. Should the Toledo Board elect to discontinue its participation in the Secondary Summer Academy it will meet to negotiate with the Federation as to staffing any new summer school program(s) to be offered.
2. The percentage of teaching vacancies available to Toledo teachers shall equal the percentage of Toledo and non-sponsoring students who participate in the prior year's Summer Academy. This percentage will be mutually agreed to by the Director of the Toledo Board's Summer School Program for Secondary Education and the Federation.
3. a. Applications for Summer Academy teaching positions available to Toledo teachers may be made only by a member of the teacher bargaining unit to the Human Resources Office by April 15. If insufficient applications are on file by April 15, additional applications will be accepted.
   b. No matrix or administrative intern personnel shall be permitted to hold teaching positions available to Toledo teachers in the Summer Academy when qualified teacher applicants are available.
   c. A list of applicants for summer teaching positions shall be maintained at the Human Resources Office in a place accessible to teachers.
   d. All summer school applicants shall receive by May, notice of receipt and the status of their application. Such applicants will receive written instructions prior to May 30 as to the staffing procedures for the Summer Academy which will be followed after student registration is complete.
4. a. Teachers may continue in continuous summer assignment in those positions available to Toledo teachers for a period of five (5) years, at which time such teachers shall be rotated out of the Summer Academy, when other qualified teacher applicants are available.
   b. A former summer school teacher may reapply for Summer Academy. These applicants will not be placed if there are others on the list in the classification or department who have not taught in the Summer Academy. If sufficient qualified teachers are unavailable to fill the positions allocated to Toledo teachers and a teacher re-applies, or is requested to re-apply, to continue in the Summer Academy, that teacher may continue

in the Summer Academy assignment for another year. Placement in a summer school assignment does not guarantee employment for five (5) continuous years, but is subject to enrollment and staffing requirements.

5. Teachers shall have the option of teaching one or both semesters of the Summer Academy. The option shall be designated at the time of the application by the teacher. The assignment of the semester shall be at the discretion of the principal. Teachers teaching one or both semesters of a Summer Academy session will be credited with one (1) year of Summer Academy employment.
6. Teaching positions in the Summer Academy will be determined by overall enrollment and shall be allocated among the sponsoring school districts as set forth in Section B-2 of this Article. Individual teachers selected from each district to fill positions allotted to each district shall be chosen according to that district's selection process. Staffing of the Summer Academy will be mutually agreed to by the Director of the Secondary Summer Academy and the Federation.
7. Teaching positions available to Toledo teachers in the Summer Academy shall be filled on the basis of departmental seniority. A list shall be established showing seniority in this category. Teachers will be taken from the lists according to their seniority based on the position or positions for which they applied. Once summer seniority has been established, it shall take preference over non-summer seniority in re-staffing for the following summer on the following basis:
   a. As teachers complete their fifth summer they will be removed from summer school.
   b. Proper applicants will fill summer positions vacated based on the following priorities listed in order:
      (1) Previous uncompleted Secondary Summer Academy seniority with the greater number of summers taking precedence.
      (2) Those with no Secondary Summer Academy seniority shall be placed based on departmental seniority.
      (3) Teachers in summer programs involving only the staff of one school shall be considered to be new Secondary Summer Academy applicants.
8. Regular class size limits in Article XI shall apply except as otherwise mutually agreed.

C. GENERAL

1. Summer school teachers shall have access to audio/visual equipment, copy machines and all departmental instructional equipment and materials available within the school and/or school system. When Toledo schools

are used, the teacher, upon request, shall be supplied with the necessary locks, keys and/or combinations to locks to facilitate the availability of the above equipment and materials. In schools that house Secondary Summer Academy programs, provision shall be made for appropriate consumables.

2. In the event of the adoption of an 11 or 12 month school plan, or extended school year, all summer school procedures and policies shall be subject to renegotiation by the Federation.
3. Summer school teachers shall be entitled to four (4) days of his/her accumulated sick leave.
4. A Federation Representative shall be given time on the agenda of any in-service meeting(s) if requested.
5. The Human Resources Office will provide to the Federation a list of those bargaining unit teachers who have applied for a summer position prior to April 30 each year.
6. A teacher who receives a summer assignment and then resigns within ten (10) days prior to the start of summer school or after the start of summer school shall be prohibited from summer school bidding for two (2) years unless otherwise mutually agreed by the Board and the Federation.
7. Teachers must be licensed for the subject they are to teach.
8. All summer programs that are to be conducted, or are planned to be conducted, will be announced in the STAFF BULLETIN not later than February 10. A copy will be sent to the Federation.
9. Summer school teachers shall be entitled to emergency leave, jury duty-court leave, and up to two (2) teachers shall be granted paid leave to attend the convention and conferences of the American Federation of Teachers. Military leave without pay will also be granted.

D. PAYMENT

1. Summer school teachers shall be paid the applicable hourly rate as established in this Agreement.
2. All teachers employed in summer school registration shall be compensated for five (5) hours per day at the regular hourly rate.
3. Summer school teachers shall be paid for the July 4 holiday; however, if July 4 falls on the weekend, school will be dismissed on Monday or Friday, and the teacher will be paid for that day rather than July 4.

XXXII. NIGHT SCHOOL

Night school has been discontinued. Should night school be reinstated, contract language in this article in the TFT-TPS 2001-2004 Agreement shall also be reinstated or subject to modification by mutual agreement of the Board and Federation.

XXXIII. PERSONNEL FILES

Official teacher files shall be maintained only at the Human Resources Office under the following circumstances:

A. After a teacher is employed, no material concerning a teacher's conduct, service, character or personality shall be placed in the file unless the teacher is permitted to read the material. The teacher shall acknowledge that he/she has read such materials by affixing his/her signature and date on the actual copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed and does not necessarily indicate agreement with its contents. If the teacher refuses to sign, a dated note to that effect will be attached to the material. However, an incident which has not been reduced to writing within thirty (30) school days of the administration's knowledge of its occurrence may not be added to the file later. This limit shall not apply when a subsequent criminal conviction results in revocation of licensure.

B. The teacher shall have the right to answer any material filed, and his/her answer shall be attached to the file copy.

C. Upon request by the teacher (telephone the Human Resources Office for appointment, 419-671-8264) he/she shall be permitted to examine his/her file in the presence of a member of the personnel staff. An authorized representative of the Federation may inspect the file upon written consent of the teacher.

D. The teacher shall be entitled to a copy of any material in his/her file except for material originally supplied to the Board as confidential previous to employment or confidential recommendations for an administrative position. Cost of reproducing the material will be paid by the teacher. If the Federation is asked to file a grievance in behalf of the teacher, the Federation shall also be entitled to a copy of any material in his/her file upon written request from the teacher involved to the Human Resources Office.

E. A committee composed of the president of the Federation, the grievance chairpersons of the Federation and a representative of the Human Resources Office shall inspect materials and hear complaints from teachers under this section. Material will be removed from the file when a teacher's claim that it is inaccurate or unfair is sustained.

F. Derogatory materials from parents or others outside the educational field shall not be placed in a teacher's personnel file unless such material is used in a hearing for the record in Article XXXIV. The teacher shall have the opportunity to review and reply in writing. Such reply shall be attached to the file copy. Under no circumstances shall unsigned material be put in the file or used as evidence in the hearing. This is not intended to preclude use of materials that directly bear on the

reason for the hearing for the record.

When such a hearing is held and it is determined, either as a result of the hearing for the record, or at a subsequent hearing, that a violation of a properly established school rule or district policy has not taken place, records of such hearing(s) shall not be placed in the teacher's personnel file.

Sexual Harassment File

When representation is requested, the Federation shall have access, prior to a hearing, to any material of a confidential nature in the affirmative action file on which the Board intends to rely in any disciplinary proceeding based on allegations of sexual harassment.

XXXIV. SUMMONS, DISCHARGE, REVIEW, DISCIPLINE

A. A hearing for the record which may lead to disciplinary action, discharge, warning, suspension, or review of a teacher's professional status shall be held only in the Human Resources Office. The teacher shall be entitled to be accompanied by an authorized representative of the Federation, and the teacher shall be informed in writing of this right, and the date of, and reason for, the hearing, at least three (3) days prior to the meeting, except in cases where criminal action is possible. A hearing for the record may be held whether or not a previous meeting with an administrator or principal has been held, but a request for a hearing will not necessarily be granted. A copy of this written notification shall be sent to the Federation office.

The Federation Representative shall be provided with all investigative information gathered that is the basis of the charge upon written request to counsel and Human Resources Office.

B. A hearing which is not held in accordance with the above provision shall not be considered a part of the teacher's personnel file or record, and neither the fact of the hearing nor any statements made at the hearing may be used in any subsequent Board or arbitration proceeding involving the teacher.

Informal Conference

C. An informal conference may be held at a school or work site by an administrator when there are reasonable grounds to suspect that a teacher's conduct has violated a properly established school rule or district policy. The teacher shall have the right to request Federation representation. The issue of such representation shall not result in changing the proposed conference to a formal meeting as described in this section, below. This conference shall be an oral conference and the only record maintained shall be the date and the subject of the conference.

Classroom instructional performance problems shall

be addressed through the provisions of the Intern-Intervention Program, the Toledo Plan evaluation procedures, or through A, above. Also see Appendix Q.

Formal Meeting

A formal meeting with a record of the meeting may be requested by a principal or other administrator when a teacher's conduct involves possible violation of a properly established school rule or district policy.

Reprimands or formal warnings may not be issued, but clarifications may be declared, after the teacher has been advised, by a Request For Formal Meeting form, that he/she may have an authorized Federation Representative at such meeting.

Notice shall be given at least twenty-four (24) hours prior to the meeting. If such notice form is not given to the employee, no agreement or statement made by the meeting shall be used against, or in respect to, the teacher for any purpose. Rules and policies must be in accord with the terms of this agreement.

As a result of the formal meeting, above, only the completed form shall be forwarded to the Human Resources Office for inclusion in the personnel file. The materials specified herein are subject to review as per Article XXXIII, E.

D. When such a formal meeting is held and it is determined, either as a result of the meeting or at a subsequent hearing, that a violation of a properly established school rule or district policy has not taken place, records of such meeting(s)/hearing(s) shall not be placed in the teacher's personnel file.

Suspension Without Pay

E. In those instances where it has been determined through a hearing for the record in A, above, that an infraction has occurred involving a properly established school rule or district policy warranting a suspension without pay, such suspension up to five (5) school days may be issued by the Executive Assistant to the Superintendent for Human Resources.

F. In those instances where a violation of district policy or contractual provisions between the Board and the Federation might warrant suspension without pay of six (6) school days or more, not to exceed twenty (20) school days, a suspension without pay may be issued by the Executive Assistant to the Superintendent for Human Resources after due consideration of the findings in the hearing for the record in A, above, subject to the Federation's right to be heard prior to his/her decision. It is understood that this option will be used only for serious offenses or where termination would not be judged appropriate.

G. The Federation may appeal directly to arbitration any suspension without pay. If the Federation appeal is sustained, back pay will be awarded to the extent determined appropriate by the arbitrator.

H. Conduct concerning professional competence or district standards shall not be subject to suspension without pay in sections E or F, herein.

I. If criminal charges are brought where the offense, if proven, would result in the revocation of the teaching certification, or where the offense, beyond a reasonable doubt, would impair his/her ability to perform teaching duties in accordance with district standards, or a contract termination is undertaken for any reason, the teacher may be suspended without pay subject to appeal by the Federation to a permanent arbitrator jointly selected by the Board and the Federation who shall hear and decide the issue of suspension with or without pay only. The arbitrator's decision shall be given to the parties within ten (10) days, and may or may not, at the arbitrator's choosing, include reasons for the decision. This decision shall be final and binding.

The teacher may be suspended without pay pending termination if the Intern Board of Review recommends termination without appeal to the permanent arbitrator, above. There shall be no time limits on pay suspensions resulting from criminal charges if the arbitrator permits suspension without pay. If the arbitrator permits or denies suspension without pay, such decision shall not be considered prejudicial to subsequent proceedings, or to an arbitrator's award for back pay.

Termination proceedings shall be instituted only after disposition by the court, in the case of criminal proceedings.

J. The employee shall be presumed to be innocent and the burden shall be upon the Board to show fault by the evidence presented at the hearing. The employee shall further have the right to confront and question the accuser, the right to examine all witnesses and evidence; the right to refuse to testify against him/herself; the right to have all pertinent records of the employee made available; and the right to file a written answer to the charges. The rights herein shall apply to all hearings for the record.

Terminations

K. If after the hearing for the record pursuant to Section A, above, the Human Resources Office recommends termination of the teacher's contract, the findings and recommendation shall be sent to the teacher in writing, with a copy to the Federation, and the teacher shall have the right to an election to do one of the following things:

1. To accept the recommendation of the Human Resources Office; or

2. To request the Federation to arbitrate the proposed recommendation pursuant to Article II, C, and section L, below, of this agreement;

or

3. To follow the procedure as prescribed in Section 3319.16 of the Ohio Revised Code. This election must

be in writing, signed by the teacher and be delivered to the Human Resources Office, with a copy to the Federation, within fifteen (15) calendar days after the receipt by the teacher of the recommendation of the Human Resources Office. This election is final and binding on all parties and may not be changed except by mutual agreement of the Human Resources Office, the Federation, and the teacher. Failure to deliver such election by the teacher within such fifteen (15) calendar day period shall constitute an election of 1, above. Election of arbitration under 2, above, constitutes waiver of all rights to challenge the termination under 3319.16 of the Ohio Revised Code. Election of 3, above, waives all rights to challenge the termination under the grievance or arbitration procedure of this contract. The decision of the arbitrator shall be final and binding on the Board, the teacher and the Federation. Said arbitrator shall have complete authority to enforce any penalty or remedy he/ she deems appropriate unless the option under 1, above, is exercised.

General

L. When a hearing for the record pursuant to Section A, above, is held, and the recommendation of the Human Resources Office is for a warning to be included in the teacher's official file, the findings and recommendation shall be sent to the teacher in writing with a copy to the Federation. In these cases, the Federation shall have the right to file a grievance pursuant to Article II-B, at level 2, within seven (7) school days after receipt of the recommendation if it disagrees with the recommendation.

M. The Federation reserves the sole right to accept a decision of a hearing for the record or at any stage of the grievance procedure as factual and appropriate, and in that case further appeals by the teacher to arbitration or to the courts are not permitted. This right applies to warnings and suspensions as well as terminations and non-renewals.

N. A teacher may choose not to be represented by the Federation in a hearing for the record but he/she must comply with and be bound by L, above. The Federation may have a representative present, and any finding will be forwarded to the Federation office. No findings shall be inconsistent or contrary to the provisions of this agreement. When a teacher chooses not to be represented by the Federation, Federation representation shall cease and all responsibility for defense shall rest with the bargaining unit member. The Board may deal directly with the bargaining unit member on all aspects of the case, subject to this section and L, above, except it may not transfer the defendant without agreement of the Federation.

O. When a non-renewal of a supplementary contract for services listed in Article XXXVIII is recommended,

notification must be given prior to April 30, or the contract shall be automatically renewed. Such contracts shall be considered to have the same standing as the regular teaching contract after issuance of two (2) initial supplementary contracts. Thereafter, when a supplementary contract is recommended for non-renewal, an appeal may be made to a review committee of six (6) with three (3) appointed by the Federation and three (3) appointed by the superintendent which may, by majority vote, confirm or reject the recommendation. If there is a tie vote, the matter shall be resolved by adding a seventh voting member the individual designated to resolve disputes concerning placement into intervention. There shall be no record or appeal from this decision.

P. Interns will not be represented by the Federation in cases where the Intern Board of Review acts to recommend termination or non-renewal of an intern's employment and/or contract. The Board of Review will meet to hear an intern's appeal of its recommendation if requested to do so. In the event an intern is reemployed, the Federation may elect to represent the teacher.

Q. Employees shall not report to work under the influence of alcohol or controlled substances. Testing for such substances may be undertaken only upon reasonable suspicion. the Federation shall be notified immediately. No random testing of employees shall be permitted.

XXXV. GENERAL PROVISIONS, SALARY SCHEDULE, BENEFITS

A. Teachers who have earned an M.A. degree in a liberal arts discipline, exclusive of a graduate degree in education, shall be paid additional compensation above their regular salary lane and step provided they are teaching three or more instructional periods in that same general discipline.

Teachers of special education who possess a Master's degree in the field in which they are teaching will qualify for the MA-in-field unless they have already qualified for the special education payment in E, below. Double payment of MA- in-field and special education will not be made

Teachers with a graduate degree in reading, or teachers with a graduate degree in curriculum and instruction who possess a reading license, shall be paid additional compensation above their regular salary lane and step provided they are teaching reading as a reading specialist, or as part of the elementary curriculum. This increase shall also apply to teachers of early childhood education who qualify. (Twenty [20] graduate quarter hours are required to obtain the reading license, and twenty ~~(20)~~ [20] graduate hours will be used to establish eligibility.)

Teachers of the gifted (Horizons) shall qualify upon completion of twenty (20) graduate hours to satisfy their

certification requirements. Teachers in the Integrated Language Arts classes shall qualify according to the requirements above irrespective of the time requirement. Teachers assigned to Behavior Intervention Centers who have earned a Master's degree in counseling shall qualify for MA-in-field payment.

Teachers who qualify must make application to the Human Resources Office as per H below.

This additional compensation is $3,460 effective August 1, 2009. .

Teachers on special assignment shall continue to be paid MA-in-field during the duration of their assignment. Teachers on special assignment, i.e. peer coaches, support teachers, instructional planners, educational technology trainers, Success for All facilitators, who possess or obtain a MA-in-field in the subject area or discipline in their teaching assignment immediately prior to special assignment will receive MA-in-field pay while on special assignment per Article XXXV, A and XXXVIII of this Agreement.

B. The salary of teachers of special education classes shall be the basic teachers' salary schedule plus $700 however, special education teachers employed on or after December 17, 1979, will be paid the special education stipend only if they have an MA in their teaching field. Teachers of special education who have an MA degree in special education will be paid as per A, above.

C. Teachers who are on an extended time schedule shall be paid at the same rate as their personal daily rate during the regular school year.

D. Those teachers who are required to use their personal automobile shall be compensated at IRS authorized rates. Maximum allowance per month shall not exceed $400, effective August 1, 2008. Past practice shall govern approval. This rate shall increase effective at the time the IRS announces the new rate.

E. Full salary credit for advancement on the salary schedule shall be granted at the beginning of the semester after a degree or additional hours have been earned provided:

1. A letter advising the Human Resources Office of additional hours completed be received in the Human Resources Office before the beginning of the next semester.
2. An official transcript must be received prior to the end of the semester in which pay commences. Payment will be made retroactively after receipt of the transcript.
3. Graduate hours earned prior to the completion of the BAdegree shall be counted toward graduate hour calculation, provided such hours were not credited toward the course work needed to complete the bachelor's degree.

F. Effective August 1, 2001, up to ten (10) years salary

credit for prior teaching experience, trade or work in Career Technology license field, military service, Vista or Peace Corps work shall be granted for all new teachers employed after August 1, 2001. Effective August 1, 2001, up to thirteen (13) years experience shall be granted to former Toledo teachers re-employed after August 1, 2001.

Effective August 1, 2001, salary credit for up to the ten (10) years prior Toledo paraprofessional experience shall be granted for new teachers employed after August 1, 2001.

G. Severance Pay Policy

Retiring teachers shall be paid severance pay based on the following:

For eight (8) through nineteen (19) years of service: 33-1/3% times the daily rate times accumulated sick leave. Teachers with nineteen years of service or less must retire and actually draw benefit checks from the State Teachers Retirement System (STRS) to qualify.

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

Years of service will be those granted by the Toledo Board of Education. Accumulated sick leave will be the total credited at time of retirement paid at the employee's daily rate times 70%.

In the event a member of the bargaining unit who is eligible for retirement is deceased prior to retirement, severance pay accrued shall be paid to the beneficiary(ies) at the rate of 70% of accumulated sick days times the daily rate.

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

The calculation of the daily rate shall conform to past practice;however, effective with this contract, the salary earned for the position of Intern Consulting Teacher, as well as Toledo Review and Alternative Compensation System (TRACS) shall be included.

Teachers who, by March 1, provide written notification to the Assistant Superintendent of Human Resources of retirement to be effective July 1 shall receive an additional $2000.00.

H. Members of the bargaining unit who have accumulated three hundred (300) days or more of sick leave on December 1, shall be paid three (3) additional days at their daily rate before December 25. Those who have accumulated two hundred (200) but fewer than three hundred (300) days of sick leave shall be paid two (2) additional days. Those who have accumulated one

hundred fifty (150) but fewer than two hundred (200) days of sick leave shall be paid one (1) full day.

I. The Board shall contribute annually to the Ohio Workers' Compensation Fund as provided by Section 4123.01 to Section 4123.95 inclusive of the Ohio Revised Code. The Human Resources Office shall establish standardized procedures for administering Workers' Compensation claims. Forms will be mailed to the homes of applicants with a cover letter of explanation.

J. Newly employed members of the bargaining unit shall be placed on the salary schedule according to their experience and training solely on the basis of their experience as outlined in this agreement

Graduate hours after completion of the M.A. program, but prior to the awarding of the M.A. degree, will be calculated for M.A. plus hours. The teacher must apply to the Human Resources Office for credit.

K. The Board shall designate each employee's mandatory contributions to the State Teachers Retirement System of Ohio as "picked up" by the Board as contemplated by Internal Revenue Service Revenue Rulings 77-462 and 81-36, although they shall continue to be designated as employee contributions as permitted by Attorney General Opinion 82-097, in order that the amount of the employee's income reported by the Board as subject to federal and Ohio income tax shall be the employee's total gross income reduced by the then-current percentage amount of the employee's mandatory State Teachers Retirement System contribution which has been designated as picked up by the Board, and that the amount designated as "picked up" by the Board shall be included in computing final average salary, provided that no employee's total salary is increased by such "pick up", nor is the Board's total contribution to the State Teachers Retirement System of Ohio increased thereby.

In the event the tax status of this provision is changed, this section may be reopened at the request of either party.

L. **The Toledo Review and Alternative Compensation System (TRACS)** shall be governed jointly by the Federation and the Board as agreed under separate document detailing this plan. TRACS may be cancelled annually by either party through notice on or before June 10.

M. **Tax sheltered annuities** shall be available to each member of the bargaining unit in accordance with IRS regulations. Under current regulations, enrollments are monthly. Increases in sheltered amounts may occur once in each year after initial enrollment. This increase may be made at any time of the year.

Board payment of tax sheltered annuity contributions to insurers shall be made within five (5) work days after

the pay day in which the second annuity deduction of the month is made.

N. A $20,000 annual **tuition reimbursement fund** shall be established to pay tuition costs at the rate of one-half the tuition for those teachers required to re-certify as a result of new state requirements. A joint Federation-Board committee will administer the fund.

O. Retired teachers employed by the Board with a contract as permitted by STRS regulations will receive up to thirteen (13) years experience for placement on the salary schedule.

Retired teachers employed as contract teachers shall receive all fringe benefits, all leave and other conditions of employment provisions and remedies of this agreement, except as noted herein.

Retired teachers employed as contract teachers shall be granted a two (2) year contract subject to review and renewal for subsequent three (3) year contracts.

Retired teachers who are employed as contract teachers are members of the bargaining unit but shall not be entitled to severance payments and life insurance as provided for other contract teachers. Health insurance shall be provided effective January 1, 2009 as required by STRS.

P. The Board and Federation will explore the feasibility of offering an STRS buy-out to teachers and/or a Voluntary Employee Separation Assistance Program.

Q. Continuing Education Units

For Continuing Education Units earned after March 17, 1998, payment shall be made at the rate of thirty-one dollars per quarter hour based on the following formula: Ten (10) seminar instructional hours equal one (1) continuing education unit.

Ten (10) continuing educational units equal one (1) quarter hour.

Payment shall be made for each quarter hour earned once twenty-two (22) quarter hours have been accumulated. The maximum accumulation of hours available for payment under this provision is ninety (90) quarter hours.

TEACHER'S SALARY SCHEDULE

Effective January 1, 2014 (1% Increase)

	B.A.	B.A. +15	M.A.	M.A. +15	M.A. + 60	Ph.D
Yrs. Exp.						
INTERN	$34,427	$35,200	$36,067	$36,843	$39,162	$39.936
0.50	$34,427	$35,200	$36,067	$36,843	$39,162	$39.936
2.00	$34,427	$35,200	$36,067	$36,843	$39,162	$39.936
2.50	$34,427	$35,200	$36,067	$36,843	$39,162	$39.936
3.00	$34,427	$35,200	$36,067	$36,843	$39,162	$39.936
3.50	$34,427	$35,200	$36,067	$36,843	$39,162	$39.936
4.00	$34,427	$35,200	$36,067	$36,843	$39,162	$39.936
4.50	$35,484	$36,273	$37,228	$38,016	$40,384	$41,173
5.00	$35,904	$36,691	$37,716	$38,505	$40,873	$41,663
5.50	$36,262	$37,051	$38,213	$39,003	$41,372	$42,160
6.00	$36,889	$37,678	$38,982	$39,770	$42,138	$42,927
6.50	$37,517	$38,306	$39,750	$40,538	$42,907	$43,696
7.00	$38,145	$38,934	$40,516	$41,305	$43,673	$44,462
7.50	$38,844	$39,631	$41,352	$42,142	$44,509	$45,299
8.00	$39,907	$40,702	$42,584	$43,380	$45,770	$46,567
8.50	$40,682	$41,478	$43,428	$44,225	$46,616	$47,411
9.00	$41,992	$42,789	$44,809	$45,606	$47,997	$48,792
9.50	$42,871	$43,667	$45,760	$46,556	$48,947	$49,743
10.00	$43,751	$44,549	$46,710	$47,506	$49,897	$50,694
10.50	$44,669	$45,465	$47,697	$48,493	$50,883	$51,681
11.00	$45,583	$46,381	$48,682	$49,478	$51,869	$52,667
11.50	$46,605	$47,401	$49,739	$50,536	$52,926	$53,722
12.00	$47,626	$48,423	$50,796	$51,594	$53,983	$54,779
12.50	XXX	XXX	$51,852	$52,648	$55,040	$55,837
13.00	XXX	XXX	$52,909	$53,707	$56,097	$56,893
15.00	$51,492	$52,291	$56,683	$57,481	$59,880	$60,679
18.00	$52,764	$53,563	$57,954	$58,753	$61,150	$61,950
21.00	$54,176	$54,975	$59,346	$60,146	$62,541	$63,341
24.00	$55,730	$56,530	$60,931	$61,728	$64,126	$64,926
27.00	$58,517	$59,325	$63,802	$64,610	$67,033	$67,843
30.00	$59,662	$60,471	$64,946	$65,755	$68,178	$68,987

Graduate hours after receipt of the master's degree are computed at $40.00 per semester hour credit after 15 semester hours have been accumulated, not to exceed 60 hours.

TEACHER'S SALARY SCHEDULE Effective January 1, 2015 (1% Increase)						
	B.A.	**B.A.+15**	**M.A.**	**M.A.+15**	**M.A.+60**	**Ph.D.**
Yrs Exp.						
INTERN	$34,771	$35,552	$36,428	$37,211	$39,554	$40,335
0.50	$34,771	$35,552	$36,428	$37,211	$39,554	$40,335
2.00	$34,771	$35,552	$36,428	$37,211	$39,554	$40,335
2.50	$34,771	$35,552	$36,428	$37,211	$39,554	$40,335
3.00	$34,771	$35,552	$36,428	$37,211	$39,554	$40,335
3.50	$34,771	$35,552	$36,428	$37,211	$39,554	$40,335
4.00	$34,771	$35,552	$36,428	$37,211	$39,554	$40,335
4.50	$35.839	$36,636	$37,600	$38,396	$40,788	$41,585
5.00	$36,263	$37,058	$38,093	$38,890	$41,282	$42,080
5.50	$36,625	$37,422	$38,595	$39,393	$41,786	$42,582
6.00	$37,258	$38,055	$39,372	$40,168	$42,559	$43,356
6.50	$37,892	$38,689	$40,148	$40,943	$43,336	$44,133
7.00	$38,526	$39,323	$40,921	$41,718	$44,110	$44,907
7.50	$39,232	$40,027	$41,766	$42,563	$44,954	$45,752
8.00	$40,306	$41,109	$43,010	$43,814	$46,228	$47,033
8.50	$41,089	$41,893	$43,862	$44,667	$47,082	$47,885
9.00	$42,412	$43,217	$45,257	$46,062	$48,477	$49,280
9.50	$43,300	$44,104	$46,218	$47,022	$49,436	$50,240
10.00	$44,189	$44,994	$47,177	$47,981	$50,396	$51,201
10.50	$45,116	$45,920	$48,174	$48,978	$51,392	$52,198
11.00	$46,039	$46,845	$49,169	$49,973	$52,388	$53,194
11.50	$47,071	$47,875	$50,236	$51,041	$53,455	$54,259
12.00	$48,102	$48,907	$51,304	$52,110	$54,523	$55,327
12.50	XXX	XXX	$52,371	$53,174	$55,590	$56,395
13.00	XXX	XXX	$53,438	$54,244	$56,658	$57,462
15.00	$52,007	$52,814	$57,250	$58,056	$60,479	$61,286
18.00	$53,292	$54,099	$58,534	$59,341	$61,762	$62,570
21.00	$54,718	$55,525	$59,939	$60,747	$63,166	$63,974
24.00	$56,287	$57,095	$61,540	$62,345	$64,767	$65,575
27.00	$59,102	$59,918	$64,440	$65,256	$67,703	$68,521
30.00	$60,259	$61,076	$65,595	$66,413	$68,860	$69,677

Graduate hours after receipt of the master's degree are computed at $40.00 per semester hour credit after 15 semester hours have been accumulated, not to exceed 60 hours.

Effective July 1, 2013, the current salary schedule and the placement of teachers on the schedule shall remain unchanged from the 2012-2013 school year.

Effective January 1, 2014, the salary schedule shall be increased 1%. In addition, teachers shall be advanced one step on the schedule and placed in the column corresponding to their current educational attainment. Effective January 1, 2015, the salary schedule shall be increased 1%. In addition, teachers shall be advanced one step on the schedule and placed in the column corresponding to their current educational attainment. Negotiations shall be reopened no later than May 1, 2015 to determine any adjustments in the placement of teachers on the salary schedule to be effective July 1, 2015.

XXXVI. REGULATIONS GOVERNING CAREER TECHNOLOGY TEACHERS' SALARY SCHEDULE

A. General Information

1. TRADE EXPERIENCE means work done on a full-time basis either directly related to the area of instruction or certification/license or an allied trade. Part-time employment while attending high school or college, or while teaching, will not be accepted for credit as trade experience. Trade experience of a teacher under contract will be accepted for credit only when work is done during the summer or on a leave of absence from full- time teaching.
2. A teacher may accumulate trade or work experience from time to time until he/she has reached the maximum of ten (10) years trade or work experience to which he/she may be credited. This can be accomplished only during the summer or on a leave of absence from full-time teaching. No additions to a teacher's experience record shall be credited until the equivalent of one (1) year is accumulated.
3. Certified trade or work experience shall mean trade experience indicated on a prescribed form or letter, signed by an official of the employing company, and filed in the Human Resources Office. The prescribed form or letter shall be signed by the teacher and notarized.
4. Any career technology teacher who files sufficient credits to qualify for advancement to a higher schedule, beginning with the semester immediately following the filing of such credits, shall receive the increment specified in the new schedule until such time as the maximum has been reached.
5. Certified trade experience may be converted to college semester hours for reaching any pay schedule. One year of certified trade experience shall be the equivalent of ten (10) college semester hours. A maximum of six (6) years of trade experience or the equivalent of sixty (60) college semester hours may be used for placement on the Bachelor's degree schedule. These same sixty (60) hours may be used

toward placement on salary schedules in C, below.

B. Certified Career Technology Teachers

1. A career technology teacher must qualify for a career technology certificate/license. (Based on current Ohio Department of education requirements.)
2. A career technology teacher will be given "outside experience allowance" for military, teaching, Vista and Peace Corps work, and each full year or certified trade or work experience. (See also Article XXXV, F.)
3. A career technology teacher will advance on the salary schedule in accordance with the type of career technology certificate, number of college semester hours, and/or college degrees held.

C. Salaries for Career Technology Teachers

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

1. A career technology or vocational related teacher with a one-year vocational license will be placed on a salary schedule equivalent to that of the bachelor's degree schedule.
2. a. A career technology or vocational related teacher with an eight-year professional vocational license will be placed on a salary schedule equivalent to that of a bachelor's degree plus 15 hours schedule.
   b. A career technology or vocational related teacher with a four-year provisional license having 120 or more college semester hours will be placed on a bachelor's degree plus 15 hours lane.
3. A career technology or vocational related teacher to qualify for a master's degree pay schedule must satisfy one of the following conditions:
   a. Have a master's degree.
   b. Have a bachelor's degree and an eight-year professional vocational license.
   c. Have 150 college semester hours and an eight-year professional vocational license.
4. A career technology or vocational related teacher to qualify for the master's plus 15 graduate hour schedule must satisfy one of the following conditions:
   a. Have a master's degree plus 15 graduate hours.
   b. Have 165 college semester hours and a permanent vocational license.
5. **Once MA+30 has been reached, hours thereafter must be graduate hours.**
6. MA-in-field pay will be granted to career technology teachers who have qualified for MA+30 hours provided they have earned a bachelor's degree with course work in education as agreed between the Board and Federation and have been credited with at

least five (5) years trade experience.

7. College semester credits shall be granted to career technology teachers who, after employment with the Board, successfully complete training courses in a trade school recognized in the industry as properly accredited and approved by the Board, if the teacher has paid tuition to attend the course. Proof of successful completion and tuition will be required.
   The conversion to credit shall be based on a factor of one (1) Continuing Education Unit (CEU) for each ten (10) hours of course work. CEU's are converted to semester hours on a 3 CEU to one (1) semester hour basis.

D. Career Technology Student Organization Advisors

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

E. Family and Consumer Sciences

Family and Consumer Science teachers shall be subject to all applicable provisions of XXXVI. All Family and Consumer Sciences teachers shall be considered part of a system-wide department.

1. Family and Consumer Sciences teachers shall purchase groceries and other supplies needed for classroom use from designated city-wide suppliers that permit charging consistent with Board policies. When free delivery is not available, mileage will be paid. See F-7, below.

F. General

1. All Career Technology teachers without a scheduled planning period shall be paid one sixth (1/6) of the beginning BA salary. There shall be no requirement about when or where the planning is done.
2. Before labs or rooms can be used for night classes, prior notice of five (5) days must be given to the day school teacher.
3. All trade or work experience required by the state for certification shall be granted. Trade or work experience shall be interpreted to mean continuous employment on a twelve (12) month basis.
4. Contract status and ability to advance to continuing contract status shall be in accordance with the rules and regulations of the Department of Education, division of certification.
5. Expenses for state-called meetings, other than for certification, will be reimbursed by the Board (in accordance with Board policy), or the teachers will not be required to attend.

6. Night programs at career technology schools will be staffed first with regular day school career technology teachers if certificated/licensed applicants are available.
7. Career Technology teachers shall be paid mileage for necessary driving to obtain supplies as approved in advance by the supervisor
8. Appropriate safety apparel and equipment shall be supplied for career technology teachers through allocations according to their teaching areas. Said allocations are based on a biennial review between the Director of Career Technology and the Federation. (See Appendix M.)
9. Any career technology teacher required by the Board or the State Department of Education to attend summer or after school classes and/or inservice shall be paid his/her per diem rate. This provision does not apply to non-degreed persons who must take required university courses to obtain an initial five (5) year teaching license, nor does this provision apply to college hours taken to advance on the salary schedule.
10. Students eligible for CD classes may be enrolled in career technology programs as per Article XLVIII, C.
11. Planning and coordination time past practice shall remain unaffected as a result of changes adopted in this article.

G. Student Scheduling

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

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

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

H. Class Size

In high schools, technology education and career

technology shall have a class size limit of twenty-five (25) or the number of stations, whichever is lesser. State guidelines with lower class size limits shall supersede the twenty-five (25) maximum in this section. This provision does not apply to Career Based Intervention classes.

XXXVII. STUDENT ACTIVITIES, ATHLETIC EVENTS AND COACHES' SALARIES

A. Student Activities and Athletic Events

1. All members of the bargaining unit shall be entitled to attend without charge, all student activities of their own school, including athletic events. Tickets will be issued stamped "Faculty" for athletic events; athletic tickets must be picked up at a competing school prior to the event by each individual person, subject to the following restrictions:
   a. At events such as basketball where space is limited, fifty (50) tickets for the home school faculty, and thirty (30) tickets for the visiting school faculty shall be set aside. These tickets must be picked up by 4:00 p.m. of the day of the game by each individual person.
   b. Other members of the bargaining unit shall have allotted to them fifteen (15) tickets which must be picked up by each individual person not later than 4:00 p.m. on the day of the game at the home school.
   c. Faculty tickets not used shall be allocated to the rest of the bargaining unit as additional tickets under regulation b, above.
   d. Tournaments or events under the sponsorship of the Ohio High School Athletic Association are excluded from ticket allocations. The Hall of Fame Bowl, or other City Championship games or tournaments also shall be excluded.
   e. All other athletic events are open to faculty provided tickets are picked up individually at the home school before 4:00 p.m. However, if seats are available at game time, faculty members will be admitted.
2. All members of the bargaining unit shall receive, upon request to the Athletic Department, a standard admissions card that entitles them to attend all other events and activities when space is available. All admissions would not necessarily include the cost of meals. The official identification card of the Toledo Public Schools shall be used, when available, instead of the standard admission card.
3. When admission or other fee is charged to students for an assembly program during the regular school hours, the intended use of the funds collected shall be announced to the students prior to the event. It is the policy of the Board to discourage an excessive

number of paid admission performances during the regular school hours.

4. Federation Building Representatives shall receive the same athletic pass as that given to principals and athletic directors.

HIGH SCHOOL COACHING SALARIES Effective July 1, 2011					
	1-2 Years	**3-5 Years**	**6-8 Years**	**9-12 Years**	**13 or more Years**
Head Football	$3,490	$3,713	$3,935	$4,232	$4,529
Asst. Football (3)	3,000	3,000	3,000	3,000	3,000
Head Basketball	3,490	3,713	3,935	4,232	4,529
Asst. Basketball (2 men - 2 women)	3,000	3,000	3,000	3,000	3,000
Head Baseball / Softball	3,490	3,713	3,935	4,232	4,529
Asst. Baseball / Softball	3,000	3,000	3,000	3,000	3,000
~~Asst. Baseball / Softball (freshmen)~~					
Head Track (men / women)	3,490	3,713	3,935	4,232	4,529
Asst. Track (men / women)	3,000	3,000	3,000	3,000	3,000
~~Asst. Track (freshmen)~~					
Wrestling	3,490	3,713	3,935	4,232	4,529
Asst. Wrestling	3,000	3,000	3,000	3,000	3,000
~~Asst. Wrestling (freshmen)~~					
Head Power Volleyball	3,490	3,713	3,935	4,232	4,529
Asst. Power Volleyball	3,000	3,000	3,000	3,000	3,000
~~Asst. Freshman Volleyball~~					
~~Golf (men / women)~~					
Tennis (women)	2,599	2,822	3,044	3,341	3,638
Cross Country (men / women)	2,599	2,822	3,044	3,341	3,638
Cross Country Asst. (1)	2,100	2,100	2,100	2,100	2,100
Trainer (NATA)	4,613	4,613	4,613	4,613	4,613
Equipment Manager (A)	3,750	3,750	3,750	3,750	3,750
~~Equipment Manager (B)~~					
Cheerleaders	2,475	2,475	2,475	2,475	2,475
~~Hockey (ice)~~					
~~Bowling~~					
Soccer (men / women)	1,782	2,005	2,228	2,525	2,822

Athletic Director	4,251	4,474	4,697	4,994	5,253
Asst. Athletic Director	4,251	4,474	4,697	4,697	5,253
Track Site Manager	1,875	1,875	1,875	1,875	1,875
~~Asst. Coach - Soccer~~					

Coaches for 7th and 8th grade sports will be paid at the Assistant Rate.

SCHEDULERS

Effective August 1, 2009

Basketball (officials only)	2,165
Football (officials only)	1,890
Manager City Track Tournament	1,500
Manager City Champ. (Basketball) (men / women)	1,665
Manager City Champ. (Football)	1,665
Manager Baseball Tournament	1,280
Manager City Softball Tournament	1,225
Manager City Tennis Tournament (2)	1,280
Manager City Golf Tournament	1,280
Manager City Wrestling Tournament - (high school)	1,665
Manager Cross Country Tournament	1,890
Manager Middle School Wrestling Tournament	1,280
Asst. Manager Volleyball Tournament	1,025
Manager City Championship Volleyball Match	1,280
Intramural Instructor (60)	900
Summer Stadium Supervisor (7)	3,416

All supplementals that are reinstated shall be negotiated between the Board and the Federation.

General Salary Provisions

1. If assistants are listed, that number of assistants will be assigned to both male and female sports. These salaries shall apply to all high schools and middle schools where teams exist that participate in a regular schedule, and the coach performs all required duties.
2. Coaches who are not licensed employees will be paid a weekly salary equal to the contract salary divided by the number of weeks in the coaching season as certified in the current handbook of the Ohio High School Athletic Association except for those sports that are paid as a lump sum.
3. Any dispute involving salaries shall be resolved by a representative of the Athletic Commissioner's office and a representative of the Federation.

C. General Provisions and Regulations, All Athletic Personnel

1. **Sports other than those listed in B, above, shall be considered school sponsored non- varsity sports if authorized by the Commissioner. Salaries for these coaches shall be negotiated with the Federation.** No sport listed in B, above, shall be

subject to non-varsity status by virtue of this section.

2. Full payment shall be made for each position if more than one position is held by one individual.
3. No coach shall be required to report before the date established by the Ohio High School Athletic Association as the official opening date of practice for their sport. All coaches shall report on the date the OHSAA states coaching and instructions may begin.
4. There shall be twenty-five (25) days per high school year designated for athletic clinic days=assigned as follows: (If days assigned are not used, they shall be available for use by other members of the athletic staff subject to the approval of the athletic director and the principal.)

5 football
3 basketball
1 wrestling
1 baseball
1 golf
1 tennis
1 track
1 cross country

Girls' Sports

1 tennis
1 cross country
1 volleyball
2 basketball
1 track

Other

4 athletic directors
1 trainer

<u>Middle School</u> Boys' Sports

1 cross country
1 basketball
1 wrestling
1 track

Girls' Sports

1 volleyball
1 basketball
1 track

5. Head coach used in this Article is the coach primarily responsible for that sport. Head coaches designated as such in section B, above, during the season of their activity shall have the last period of the teaching day as a planning period. Other athletic department personnel shall have the last period as a planning period whenever possible. Beginning with the 2001-02 school year, in high schools that offered fourteen or more viable club or varsity sports the previous school year, the athletic director shall have one duty period, assigned by the school principal, and at the option of the high school principal, shall

be released from all teaching assignments or be assigned one teaching period. The Toledo Public Schools Athletic Commissioner shall determine the number of eligible participants a sport must have to be considered viable. In schools with fewer than fourteen (14) viable sports, the high school athletic director shall be assigned one duty period, assigned by the school principal, and one teaching period. The remainder of an athletic director's schedule will be open for the general administration of the school's athletic program. High school athletic directors will serve as an academic coach for all athletes and will develop an academic plan for athletes who are academically ineligible or at risk of becoming academically ineligible. Assistant athletic directors in high schools shall have the last period for planning unless such assignment precludes the department from offering courses during the last period.

6. Any coach or athletic personnel (except those who served as teachers at that school for five (5) years or more) who voluntarily resigns his/her coaching position, thereby creating a coaching vacancy for which there is no teaching vacancy, may be transferred to another school. This section does not apply to a coach whose contract is terminated or non- renewed.
7. The coaching contract for spring coaching duties shall be paid in a lump sum at the end of the individual coaching assignment with the exception that those coaches with three (3) or more years in the sport shall be paid in equal amounts over the school year.
8. The City League Athletic Board of Control shall include one (1) coach who is a member of the Federation and elected by the coaches.
9. The Board shall pay mileage for use of coaches' and cheerleader advisors' automobiles to and from athletic contests and for scouting out of town. Coaches shall also receive mileage to travel to the required rules interpretation meeting closest to their school. No coach shall be required to transport athletes. Mileage for other coaching related activities may be reimbursed only if approved in advance by the Toledo Public Schools Director of Athletics and Extra-Curricular Activities.
10. All high school athletic facilities will be open every Saturday during the fall and winter sports seasons, in addition to the Friday after Thanksgiving for training and practices, not to exceed four (4) hours. Heat or ventilation will be provided when athletic facilities are used by students and school athletic personnel.
11. No person shall be employed in the dual capacity of trainer and equipment manager. Nor shall coaches serve in the dual capacity of trainer and coach. All

persons employed on or prior to January 1, 1993 under the above provisions shall be grandfathered, excepting voluntary resignations.

12. No coach shall be required to line athletic facilities for games or events. When other facilities are in need of preparation, a work order shall be directed to the Commissioner of Athletics.
13. The Board will enlist qualified persons (i.e. doctors, trainers, etc.) to teach the required CPR and sports medicine courses. A copy of the current CPR and sports medicine license must be on file in the school athletic office and the district athletic office before a coach will be allowed to coach and have his/her name submitted to the Board for salary payment. Board approval will occur at the July Board meeting.
14. The School Athletic Committee shall monitor and approve the performance of coaches and team participation, including practice schedules, appearances at contests, and compliance with the Ohio High School Athletic Association's minimum standards for team membership. The Athletic Director shall present to the School Athletic Committee proof of current CPR and sports medicine certification for all Athletic Department personnel. When the committee determines it is necessary to drop a team(s) programs having assistant(s), one assistant is eliminated for a period coinciding with the season or part of a season for which a team is eliminated. The school athletic committee will consult with the appropriate head coach and decide which assistant is to be eliminated. In cases where the School Athletic Committee fails to decide on which assistant is to be eliminated, the Commissioner of Athletics will make the decision. In cases of one-coach sports, the coaching position is eliminated for that season or part of the season for which the team is dropped.

    When an assistant coach applies for a head coach's position in the same sport at the same school, the application shall be considered a resignation from the assistant position. If not successful in obtaining the head coach's position, the individual may reapply when the assistant's position is posted. When a coaching vacancy occurs during the season, the athletic committee may make a temporary appointment lasting the remainder of the season or until the vacancy is filled through normal posting procedures. The daily rate of pay for part of a season is computed by dividing the season salary by the number of days in the season according to OHSAA. The rate is multiplied by the number of days coached since the starting date of the season as established by OHSAA.
15. The application of these provisions shall be in accordance with Title IX.

16. A maximum of one intramural instructor will be appointed in any elementary and high school. At a senior high school, the athletic committee may submit one proposal for an intramural sport or activity. At an elementary school, the building representative and principal may jointly submit one proposal for an intramural sport or activity. The proposal shall state the nature of the activity or sport, the total number of hours, no less than twenty-five (25), the dates, and hours per day. Only those proposals agreed upon at the building level will be eligible for funding. Intramural programming must be recreational rather than competitive. Intramural participants are limited to students from the sponsoring school. Playing with or against individuals not enrolled in the sponsoring school or participation in leagues is prohibited.

    The position of intramural instructor may only be held by employees of the Toledo Public Schools who are located in the school building requesting the intramural program. At the elementary level, selection of the intramural instructor shall be made jointly by the principal and the building representative. At the secondary level, appointments shall be made following the process described in Article XXXVII-F. Intramural instructors shall be paid $900 effective 8-1-09 stipend at the successful conclusion of the approved activity.
17. If a high school Athletic Director leaves the position during the school year, the high school Athletic Committee shall appoint an interim replacement. This interim replacement shall receive two hours daily, at the hourly negotiated rate, for lost planning time while he/she is in the interim position.
18. Each high school shall have a summer stadium supervisor. The head football coach shall be appointed to this position. The summer stadium supervisor shall work five hours per day, five days per week, for a maximum of nine (9) weeks during the months of June through August. If the head football coach declines this position, the principal will appoint another member of the bargaining unit.
19. The Board will annually provide CPR and sports medicine certification training at no cost to athletic personnel.

D. Athletic Personnel Salary Schedule Placement

1. The following rules apply when placing athletic personnel on the salary schedule:
    a. The Commissioner of Athletics will grant a maximum of six (6) years of outside coaching experience to coaches hired to coach the same sport in which they have the outside experience. The commissioner will verify the experience and forward his findings to the Human Resources Office for proper placement on the salary schedule.

b. All Toledo coaching experience in a sport (if under Article XXXVII) will be granted when appointed to coach the same sport as the Toledo experience.
c. A maximum of six (6) years of Toledo coaching experience will be granted to a newly hired athletic director upon employment. All experience as an athletic director, whether in high school or middle school, will be granted.
d. Neither Toledo experience nor outside experience will be granted to a coach in a sport different from the one currently being coached. Intramural experience will not be granted.

E. School Athletic Committee

1. The School Athletic Committee shall be composed of equal numbers from the teacher and administrative bargaining units, but shall not exceed eight (8) members, including the principal. The Federation Building Representative and the athletic director, if a member of the bargaining unit, shall automatically serve for the Federation. At least two (2) of the Federation members must be non-athletic supplementary contract holders.
2. The School Athletic Committee shall be re-elected within ninety (90) days after the effective date of this agreement. The entire faculty shall vote on teacher bargaining unit members, exclusive of the Federation Building Representative and the athletic director. The election will be conducted by the Building Representative. The School Athletic Committee will serve during the life of this agreement.
3. When necessary to replace a teacher member of the committee temporarily, the Building Representative <u>and the Athletic Director shall mutually appoint a</u> member to fill the position until the elected member returns or a replacement election is completed.
4. Athletic budgets, expenditures and revenues shall be made available to the School Athletic Committee members on a quarterly basis beginning with the month of August. Refer to Article I, E-9, for athletic expense disclosures.
5. Sections E, above, and F, below, apply to senior high schools.
6. A member of a school's athletic committee shall not be a voting member in situations of interviewing, hiring, contract renewals, or terminations of a coach or coaching positions while holding a coaching position in the same sport in another school. An assistant coach may not be a voting member of a school athletic committee when the termination of a head coach, in the same sport, is considered. The assistant coach must be temporarily replaced per Article XXXVII, E-3. Any member of the committee must be excused from discussion and voting for any

relative who is a candidate for any athletic position. Replacement shall comply with E-3, above.

7. Additional responsibilities of School Athletic Committees are found in the separate handbook entitled "A Reference Guide for School Athletic Committees."

F. Application, Posting and Appointment

1. **All athletic vacancies shall be posted system-wide for ten (10) days prior to the meeting of the athletic committee.** Non-probationary teachers who are performing supplementary contract service as coaches at a school, but are stationed at another school, shall be considered eligible to apply for teaching vacancies posted at the school where the coaching service is performed. Coaches who fill a teaching position under this provision but who resign or are terminated from their coaching position within five (5) years shall relinquish their teaching assignment. **Vacancies not known until summer recess shall be posted in the Human Resources Office and all schools and departments with a copy sent to each high school. Such vacancies shall not be filled for ten (10) days after posting.** No coaching vacancy shall be filled by a long term substitute when a qualified contract applicant is available.
2. Applications for all athletic vacancies should be directed to the attention of the school principal. All candidates in a category must be offered an interview before considering the next category.

   Copies of applications are to be presented to members of the School Athletic Committee for consideration to an appointment in the following order:

   a. licensed teachers from this bargaining unit;
   b. licensed substitutes and licensed applicants from outside the bargaining unit, plus applicants from category "a" above who have received three (3) or more votes;
   c. non-licensed applicants and applicants from "b" who received three (3) or more votes.

   When a holder of a fall coaching position is outside the bargaining unit, that position shall be reposted on November 30, 2013, to members of the bargaining unit. When a holder of a winter coaching position is outside the bargaining unit, that position shall be reposted on March 31, 2014, to members of the bargaining unit. When a holder of a spring coaching position or sport is outside the bargaining unit, that position shall be reposted on October 1, 2013. The appointment to such position shall follow the procedures as stated in this Article under Section F-2. In the event a 7-12 school is closed, the Board and the Federation will establish transfer and priority reemployment rules.

3. When an assistant coach applies for a head coach's position in the same sport at the same school, the application shall be considered a resignation from the assistant position. If not successful in obtaining the head coach's position, the individual may reapply when the assistant's position is posted. When a vacancy occurs during the season the School Athletic Committee may make a temporary appointment lasting the remainder of the season, or until the vacancy is filled through normal posting procedures specified above. Re-posting will occur only when there are no acceptable applicants. **Before the interview process begins, the principal will send to the commissioner a list of all applicants by categories "a", "b", and "c".**
4. After an athletic vacancy is posted for ten (10) days and the School Athletic Committee interviews candidates according to the procedure in F-2, the name of an applicant who receives at least six (6) votes will be submitted to the Athletic Commissioner for appointment. If no candidate receives at least six (6) votes from the School Athletic Committee, the vacancy will be re-posted for five (5) days and the entire F-2 process is repeated. If the committee is still unable to make a selection, the majority of the committee may submit a written position statement to the Commissioner of Athletics within three (3) days of the submission back to the commissioner. The Commissioner of Athletics will appoint a person
5. **Any appointment not made in conformance with the above procedure shall be null and void. The School Athletic Committee shall then meet again as per F-1, and the entire process must be repeated.**
6. The School Athletic Committee must review the applications of all applicants who comply with F-2, above. Unsuccessful applicants shall be notified of their rejection at the same time the successful candidate is notified.
7. **An employee on leave of absence, with the exception of disability leave, shall have the right to return to his/her athletic position beginning with the next coaching assignment for which they were contracted following the return from leave.**
8. Employment and scheduling of officials will be with the approval of the Commissioner of Athletics and the coaches' representative to the Athletic Board of Control.
9. A Tournament/Championship Manager- Scheduler-Selection Committee is to be formed and shall have the following members:
   a. Executive Director of Student and Community Activities.
   b. Commissioner of Athletics

c. Appointed TPS representative of athletic directors
d. Appointed TPS representative of coaches
e. Two representatives of parochial schools

This committee will be responsible for developing a job description for each position under the Manager-Scheduler section, posting of vacancies, screening of applications,and selection of new managers or schedulers from applicants, as well as termination and non-renewals.

10. Split contracts and second coaching contracts for concurrent duties shall not be issued unless approved in writing by the Commissioner of Athletics. When one holder of a split supplemental athletic contract discontinues or resigns the position or is non-renewed, the entire position will be posted. The remaining person(s) who shared the contract will be terminated from this position and must reapply for the vacancy.

    All persons employed on or prior to January 1, 1993 under the above provisions shall be grandfathered, excepting voluntary resignations.

G. Non-Renewals and Terminations

1. Contracts of personnel listed in this section are for one (1) year. **The School Athletic Committee will review the performance of each person contracted under this section between November 15 and December 15 for fall sports, March 15 and April 15 for winter sports, and between June 1 and June 30 for spring sports.** Board of Education action will occur prior to January 1 for fall sports, May 1 for winter sports and August 30 for spring sports. In any case where a review indicates concerns that may result in a vote to terminate or non-renew, the committee shall give notice, in writing, at least five (5) working days prior to the meeting, informing the person of the date of the meeting, list of concerns discussed in the review, his/her right to appear before the committee, and the right to union representation. Only by a vote of at least six (6) members of the committee can a recommendation to terminate or non-renew a contract be forwarded to the Commissioner for his/her consideration. Committee members may not participate in the discussion of their own contracts.
2. The Commissioner may accept or reject the committee recommendations. When the recommendation to terminate or non-renew is accepted by the Commissioner, the position shall be declared vacant, and the posting and appointment procedure above shall be initiated. However, when the Federation contests a decision to terminate or non-renewal, the posting shall indicate this and any

new appointment is temporary until there is a final decision on the appeal.

3. **Athletic personnel whose contracts are terminated or non-renewed shall not have preferential employment rights in reapplication procedures for the same sport as would otherwise be the case as per F-3, above.**
4. The person whose contract(s) is terminated or non-renewed shall have the right to a hearing with Federation representation before the Commissioner of Athletics to assure that the Committee and/or Commissioner decision to terminate was for just cause or, if non-renewed, for reasonable cause. The Federation may grieve if it feels that these standards were not followed.
5. Teachers who hold athletic contracts and who leave the bargaining unit may continue the position until the end of the season at which time the position will be posted as a vacancy.

H. Athletic Directors

1. The Athletic Director shall be precluded from holding other athletic contracts excepting tournament championship manager/scheduler positions unless agreed to by the Federation and the Board. (This provision does not apply to Assistant Athletic Directors.) Eleven month supplemental contracts shall be is sued for high school athletic directors. All persons employed on or prior to January 1, 1993 under the above provisions shall be grandfathered, excepting voluntary resignations.
2. High school athletic directors shall maintain and accrue department seniority and shall have the right to return to the department of their current or most recent assignment, effective at the beginning of the next school year. High school athletic directors shall be granted super seniority within their teaching departments concurrent with their athletic director position. Super seniority as used in this contract means only that Federation building representatives and athletic directors are exempt from staff reductions.
3. Mileage reimbursement for official business shall be paid from the Board's general fund, up to an annual maximum of 2,000 miles for each athletic director.
4. The job description agreed to by the Board and the Federation on January 15, 1985, shall govern the duties of athletic directors.

I. Continuous Building Substitutes

A teacher may in the capacity of a building substitute voluntarily move from one building to another or a fully certified substitute may be hired as a continuous building substitute (with the approval of the Toledo Federation of Teachers and the Toledo Board of Education) for the purpose of serving as head coach of girls' or boys'

volleyball or basketball or boys' football. Said contract teacher will not accrue building, department, or system-wide department seniority. The contract teacher, though, will earn system seniority and will be considered a member of the department vacated for bidding purposes. The substitute would earn system seniority upon being hired as a contract teacher. While serving in the role of a continuous building substitute and as a head coach, he/she may be added to the staff of the school in his/her licensed area(s) provided the lists of all involuntary and voluntary transfer applicants and displaced teachers have been exhausted. (Article XXXVII, F-1 will have no standing with this Memorandum of Agreement.)

If still serving as a continuous building substitute when as head coach he/she resigns or is removed from the coaching position, he/she will be released from the building and become part of the bidding process for open positions based upon previous departmental seniority. Substitutes will become eligible for other continuous building or long-term assignments.

The position vacated at the school will be considered an open continuous building substitute position to be filled following the provisions of the TFT/TBE Substitute Agreement by the Human Resources Office unless another teacher or certified substitute is approved to serve as a continuous building substitute/head coach.

Special Services Salaries: Effective 8/1/2011

HS Band Director (48 or more)	$2,728
~~HS Band Director (fewer than 48)~~	
HS Orchestra Director	2,246
HS Assist Orchestra Director	1,744
HS Assist Band Director	1,818
~~HS Pep Band~~	
HS Choir Director	2,246
HS Assist Choir Director	1,744
HS Swing Choir	1,020
HS Concert Band Director	2,246
~~HS Chamber Music~~	
~~Oboe Specialist~~	
~~Small Jazz Ensemble~~	
Toledo Youth Orchestra Conductor	1,572
~~Toledo Youth Orchestra Assist Conductor~~	
Toledo Junior Youth Orchestra	3,189
Toledo Junior Youth Orchestra Assist	2,572
Toledo All-City Jazz Band	3,337
Toledo All-City Orchestra Director	523
~~Toledo All-City Orchestra Assist Director~~	
~~Handbell Choir Director~~	
~~City Wide Choir~~	
~~Elementary Music Program~~	
~~Debate Team~~	
HS Play	1,518
HS Musical Production	1,563

~~Chess Team~~	
~~Chess Team Elementary~~	
Junior Class Advisor (1 per class)	1,281
Senior Class Advisor (1 per class)	1,317
~~Freshman Class Advisor~~	
~~Sophomore Class Advisor~~	
HS Yearbook Advisor	1,540
~~HS Assist Yearbook Advisor~~	
~~HS Newspaper~~	
~~HS Assist Newspaper~~	
Student Council Advisor	1,355
~~Quiz Bowl Advisor~~	
~~Majorette~~	
~~Dance Team Advisor~~	
National Honors Society	957
~~Saftey Guard Advisor~~	
~~Audio-Visual Coordinator~~	
Teacher in Charge	2,134
Head Teacher	2,134
Textbook Selection	1,053
~~HS Art Club~~	
~~Future Teachers~~	
~~HS Foreign Language~~	
~~Odyssey of Mind Competition~~	
~~Science Olymics Advisor~~	
IRT Chair	798
TFT Joint Curriculum Committee	1,095
~~Instructional Planning Consultant~~	
Speech/Language Pathologist Medicaid	1,706
OT/PT Medicaid	1,331
Nurse Medicaid	1,331
~~Art Teacher Exhibit Rate~~	
~~Lead Teacher~~	
~~Literacy Support Teacher~~	
~~Lead Literacy Support Teacher~~	
~~Math Support Teacher~~	
~~Lead Math Support Teacher~~	
Kindergarten Coordinator	2,970
~~Science Support Teacher~~	
~~Lead Science Support Teacher~~	
~~Educational Technology Trainer~~	
HS Computer Coordinator	2,895
Educational Tech Resource Teacher K-8	2,339
Local Professional Development Committee Chair	4,387
Local Professional Development Committee Member	3,581
~~Physical Education Performance~~	
~~Behavior Specialist~~	
NBPTS Certification	2,153
Staff Development Control Board	637
Tech Prep Camp Instructor	750
Intern Consulting Teachers	5,086
School Consultation Teachers	5,086

Alt Fuel Coach (2)	1,500
Career Technology Club Advisor	
HS Chemical Inventory	694
HS D-Chm English	1,803
HS D-Chm Library	1,803
HS D-Chm Mathematics	1,803
HS D-Chm Science	1,803
D-Chm Elementary Art	2,001
HS D-Chm Fine Arts	1,803
HS D-Chm Special Education	1,875
HS D-Chm Social Studies	1,803
First Robotics Coach	1,485
Career Technology Student Organization	1153.48
~~D-Chm Business Education~~	
~~D-Chm Allied Health~~	
~~D-Chm Gifted~~	
~~D-Chm Nurses~~	
~~D-Chm Vocational~~	
~~D-Chm Foreign Language~~	
~~D-Chm Home Economics~~	
~~D-Chm Industrial Tech~~	
~~D-Chm General~~	
~~D-Chm Work Experience~~	

Miscellaneous Service Salaries

Social Workers	Regular teachers' schedule
Family Life Education	Regular teachers' schedule
Spanish Speaking Counselors (Guidance Workers) (with degree)	Regular Teachers' schedule
Spanish Speaking Counselors (Guidance Workers) (without degree)	Regular Teachers' schedule minus $500 minus$1,000

Hourly Rate ($22.80 effective 1/1/15)	$22.57
Home Instructors	hourly
TRACS Hourly	28.96
Masters-in-Field	3,339

General Provisions

1. Teachers placed in the above positions will receive a supplementary contract from the Board.
2. Full payment shall be made for each position if more than one position is held by an individual. Payment shall be divided when two or more persons share a position with the exception of high school class advisors.
3. School Play Directors and School Production-Musical Directors will be compensated by one lump sum payment upon completion of the activity involved.
4. Courses taught in a high school in excess of six (6) are compensated at one-sixth of the B.A. intern rate. Courses taught before or after the regular school day,

if mutually agreed by the Board and Federation, are compensated at one-sixth (1/6) of the B.A. intern rate.

5. Head teachers at Medically Fragile at Reynolds (formerly Educare Center) will be granted extended time beyond the school year equal to three (3) weeks. Head teachers will report to the appropriate executive director and shall receive all information normally sent to principals.
6. Directors of school plays or musicals shall meet with the principal before May 1, to draft budgets for the succeeding school year.

XXXIX. HEALTH EXAMINATIONS

When members of the bargaining unit, after initial employment, are required or requested to obtain health examinations, vaccinations, or X-rays, such cost will be assumed by the Board, and the Board will designate the physician. Teachers may elect to choose their own physician, which shall be their privilege, and in such cases they shall bear the cost. The cost of physical examinations shall be excluded from the cost accounting of the Board's insurance fund in Article LX.

XL. PAYROLL CHANGES

A. Before changes in the methods, times, or rates of pay for teachers are adopted, the administration shall consult with the Federation. Past practice will continue.

B. All teachers may change to the 26-pay plan prior to August 1. New teachers employed on or after the opening of school may sign for the 26-pay plan prior to October 1.

C. Copies of all grievances filed at level 2, and their final resolution, shall be forwarded to the Treasurer of the Board. Back pay awards required by a court or grievance decision will be placed in the Board agenda, if appropriate, not later than the month following the award and shall be paid in a check separate from the regular payroll during the following months: February, April, June, August, October and December.

D. Upon the death of a member of the bargaining unit, the deceased employee's earned pay, if less than or equal to $2,500, shall be forwarded promptly in the following order of preference: to the surviving spouse; or to any one or more of the children eighteen years of age or older; or to the father or mother of the deceased employee, as permitted by Ohio Revised Code Section 2113.04.

The deceased employee's earned pay, if in excess of $2,500, shall be paid forthwith to the deceased employee's personal representative upon presentation to the Treasurer of letters testamentary or letters of administration, or an order relieving the estate from administration, by means of a check payable to the employee's estate.

E. When a paycheck of a bargaining unit member is lost, or not received, and as soon as the bank provides verification that it has stopped payment of such check, the Board shall issue a duplicate check. The employee must sign a certificate of loss or non-receipt for the payroll office and a stop payment order if required by the bank. Forms are available in the payroll office only.

F. The Board shall not intentionally withhold, deduct or otherwise delay or refuse to pay the contracted salary of the teacher unless the teacher is on unauthorized absence or on an unpaid leave (e.g. sick leave accumulation has expired). As soon as it is determined that a teacher will be placed in a permanent vacancy, he/she shall not be paid the substitute rate or a lower rate than that for which he/she qualifies by degree and experience. Until such determination is made, a daily substitute may be employed at the daily substitute rate. Appointments shall be tentative pending Board approval.

G. If an employee is left off payroll or has a shortage because of mandatory deadlines missed, monies will be paid the following Friday. Deadlines may be altered by payroll during a holiday week.

The Treasurer's Division will explore options to expedite payment to employees who have been left off payroll or have a pay shortage. A payroll representative will discuss the recovery of all significant over payments made to an employee with the Union and the employee prior to recovery.

H. Academic club advisors, textbook selection committee members, and vocational club advisors will be paid in one lump sum by separate checks on or before June 30.

I. Michigan residents shall have the availability to have state income tax withheld.

J. Payment for personal leave shall be made during the month of June. (See Article XXX, Personal Leave, D.)

K. Purchase of service credit for the State Teachers Retirement System on a monthly payment plan is available. For further information call 1-888-227-7877.

L. Teachers shall be permitted to adjust the amount withheld in a tax sheltered annuity two times per year.

M. Effective September, 1992, deductions for state tuition savings plans in Ohio and Michigan shall be established.

N. A Federation member may elect a three year payout of his/her severance pay when making an election to do so at least sixty (60) days prior to his/her date of retirement. The election provided for herein shall be in writing and irrevocable. The member must file notice of election with the Board Treasurer. Payments made pursuant to this provision shall be without interest.

O. The administrator in charge of a curriculum or instruction committee shall submit appropriate time sheets to the Treasurer's Office within twenty (20) days of completion of the committee's service. The Treasurer's Office will process the payment on the next

regular payroll.

P. The Treasurer of the Toledo Public Schools may charge a fee of up to three (3) dollars for processing court orders, except for child support, and up to twenty (20) dollars for non-sufficient fund checks written by employees.

Q. Direct deposit of paychecks shall be mandatory for all regular employees effective the first paycheck of school year 2008-09.

XLI. TEACHER-IN-CHARGE

A. In the absence of the principal in those schools with only one administrator, the Federation Building Representative shall be designated as teacher-in-charge. If the representative declines he/she shall designate another member of the building committee. Since the representative or designated committee member may also be absent at the same time the principal is absent, a substitute for the teacher-in-charge also shall be named by the Federation representative.

B. An annual seminar will be sponsored through the Staff Development In-Service Program for all new teachers-in-charge and substitutes provided there are sufficient applicants.

C. Guidelines shall be published each September for teachers-in-charge.

D. A substitute teacher or principal will be provided if the period of absence is to exceed one (1) day. In certain instances where assistance is available and the absence known in advance, a substitute principal will be assigned earlier. In instances when the teacher-in-charge is required to serve in such capacity for frequent absences of shorter duration, a substitute teacher or principal may be requested for the class of the teacher-in-charge.

E. In the absence of the principal, the teacher-in- charge shall dispense and be responsible for prescription drugs in accordance with Board Policy.

F. See Article XXXVIII for salary.

XLII. ADMINISTRATIVE APPOINTMENTS

A. All appointments of teacher bargaining unit members to administrative positions shall conform to the following provisions:

1. Each teacher in the Toledo Public School System who desires an administrative position shall be interviewed provided they meet the standard criteria for administrative appointments. The Federation shall have the right to name one (1) teacher interviewer. Applicants who have been interviewed as per this article will not necessarily be reinterviewed when applying for another position.
2. All Administrative vacancies shall be published in the Staff Bulletin as they occur during the regular school

year. When school is not in session administrative vacancies shall be posted in the Human Resources Office. No vacancy during the school year shall be filled prior to publication or posting. The notice will include the requirements for the position or, if that is not possible, a clear indication of the place where the requirements may be obtained. Applicants who meet the requirements for the position shall be entitled to be interviewed for the position by the interview committee.

3. When an administrative vacancy is to be filled by a member of the bargaining unit, the superintendent shall consider candidates with the highest ratings on the interview forms and a leadership potential test. The test results and unsigned interview forms for the candidates shall be given to the superintendent by the interview committee.
4. The interview committee shall supplement its present testing programs with tests of leadership potential such as those currently used by industry.
5. Each member of the interview committee shall have equal weight in rating each applicant, and procedures adopted for rating shall conform to this provision.
6. The Federation shall be notified at least two (2) school days in advance of any interview session which teachers under this Article are entitled to attend.

B. Names of candidates to be interviewed shall be submitted to the Federation at least two (2) days prior to the interview. The candidates shall be notified prior to the public announcement of the appointment that:

1. They have received the appointment, or
2. They have not received the appointment with an explanation for the rejection.

XLIII. ACADEMIC FREEDOM

A. In keeping with the best traditions of education, the Board recognizes that teachers have the right to teach without interference, harassment, pressure, or intimidation from persons or sources outside the educational community. It is mutually recognized that teachers do have a responsibility to present all material to their classes in such a way as to contribute to the overall intellectual growth and general development of each child. Teachers shall be given adequate encouragement so that topics of a controversial nature may be explored openly and adequately within the classroom.

B. Library books and materials shall be removed from student circulation only after compliance with the review policy outlined in “Curriculum Management System - 1975,” pp. 36-38. (See Appendix N.)

C. Speakers of various political views may be invited to address students at the discretion of the sponsoring teacher after notification to the principal, but equal

time must be granted those of opposing views. If there is a conflict about whether or not a speaker shall be invited, the matter will be referred to the Assistant Superintendent of Curriculum for a final decision, after conferring with the Federation.

XLIV. MUSIC

A. Performances, Standards for Instrumental Groups

1. **High School Marching Bands**
   Secondary Schools
   a. Bands will consist of at least twenty-four (24) members of which at least two-thirds (2/3) are instrumentalists. When the number of performing members reaches thirty-two (32) a part-time assistant shall be appointed if requested by the director. When the number reaches fifty-four (54) a full-time assistant shall be appointed if requested by the director. figures will be based on October 1 enrollment figures.
   b. Each band will perform at all home football games and all City-league games within their division but will not be required to perform at Sunday away games. The parades and community events established herein will be assigned according to a rotating schedule. Any additions to this list will be made after agreement with the system-wide department chairperson.
   c. See section D, for parades and community events schedule.
2. Each high school attendance district shall be served by an instrumental music team, and instrumental music teachers in the area shall be members of that team. Each of these attendance districts shall have an instrumental music teacher who shall serve as team leader. The team leader shall be elected by the team members, using the procedure outlined for department chairpersons in Article XXIX. Each high school shall have the services of a part-time assistant instrumental conductor if the band or orchestra exceeds thirty-two (32) members. If the band or orchestra exceeds fifty-four (54) members it shall have the services of a full-time assistant.
3. The team leader shall work cooperatively with the Director of Music to co-ordinate budgets, scheduling, and distribution of inventories among the team members.
   a. Where possible, the team leader will schedule common planning time for team members meeting on school time according to the provisions of Article IV, G-7.
4. Past practice for scheduling students and teachers in the summer instrumental music program will continue.
5. When separate facilities are available, as determined

by the superintendent or his designee, such facilities shall be provided for all instrumental music teachers. Grievances regarding facilities may be filed directly with the superintendent.

6. High school concert bands shall: (a) consist of a minimum of thirty-two (32) students who have been selected on the basis of ability and interest, (b) play music equal to the level of music in the appropriate selected lists of MENC and its affiliates, (c) are composed of balanced sections of instruments.

7. High school orchestras shall: (a) consist of a minimum of thirty-two (32) students who have been selected on the basis of ability and interest, (b) play music equal to the level of music on the appropriate selected lists of MENC and its affiliates, and (c) are predominately strings and composed of balanced sections of instruments.

8. High School Pep Bands shall consist of at least 16 students and play at all home basketball games.

9. High school jazz bands shall consist of students who have been selected on the basis of ability and interest.

B. Performances, Standards, Choral and General Music

1. The elementary principal shall schedule performances only after consultation with the music teacher. The principal must give the music teacher a reasonable length of time in which to prepare for each performance. The music teacher shall not be required to present more than one (1) performance per semester after school hours except that additional required performances shall be paid at the negotiated performance rate. Elementary music teachers shall be paid for lost planning time needed to prepare for the two (2) programs or performances as per Article IV, G-20. This time shall not exceed five (5) hours for each event.
2. When separate facilities are available, as determined by the superintendent or his designee, such facilities shall be provided for all choral and general music teachers. If music teachers must travel from room to room, a cart and a locked storage area shall be provided on each floor of the school. Grievances regarding facilities may be filed directly with the superintendent. When a music teacher's facility assignment is changed from a classroom to a cart after the first day of a school year, a three (3) day notice shall be given when possible. Two (2) full days without students shall be scheduled to accomplish the relocation.

   Upon request, each elementary music teacher who travels from room to room shall be provided a CD player for each floor; a keyboard with power pack for each building; and a set of disks for each grade level on each floor.

3. Elementary general music classes shall be subject to the class size limitations and procedures found in Article XI.
4. High School choirs shall (a) consist of a minimum of twenty-four (24) students who have been selected on the basis of ability and interest, (b) sing in four parts, (c) sing music equal to the level of music on the appropriate selected lists of MENC and its affiliates, and (d) are composed of balanced voice sections. When the number of choir members reaches thirty-two (32) a part-time assistant shall be appointed, if requested by the director, to meet at the same time the group meets.
   If the number of choir members reaches fifty-four (54), a full time assistant shall be appointed if requested by the director.
5. High School Swing Choirs shall consist of at least 16 students and perform at four (4) events outside of school time.

C. General Provisions

1. The Board shall recognize the Federation Music Committee as the representative body for the system-wide music department. An elementary committee chairperson and a secondary committee chairperson shall each be paid as a system-wide department chairperson. Section B-1, of Article XXIX shall also apply as per past practice.
2. Mileage shall be in accordance with that established in Article XXXV.
3. Placement in positions shall follow rules for a system-wide department (See Article VIII.)
4. High School performance groups, except marching bands, will not be required to perform on more than four (4) occasions outside the school day. No performance shall be required after final grades have been submitted by the music teacher.
5. Traveling specialists shall be permitted reasonable travel time between schools. The administrator in charge of music shall establish these schedules.
6. The music teacher shall be considered the primary teacher during scheduled music classes, and the regular teacher shall not be present unless mutually agreed.
7. Music teachers shall ascertain student interest in music theory classes and shall report the information to the administrator in charge of music. If a specialized music course has not been scheduled at a high school, and if a sufficient number of interested students exists, special consideration shall be given by the Executive Director of Secondary Education and Director of Music to scheduling such a class.
8. Elementary music teachers shall be scheduled for in-service on one (1) parent-teacher conference day. Specialists will be excused to meet those parents

who have requested a conference.

9. Teacher schedule problems are also addressed in Article V, O and R.

10. The elementary music teacher's supply budget shall be a minimum of $500. The music supply budget for lead high school music teachers and directors shall be a minimum of $1200. The music supply budget for assistant directors shall be a minimum of $700. The repair budget for each secondary instrumental music teacher shall be a minimum of $1200.

11. A city-wide choir shall be added to the music curriculum effective September, 1992. The director shall be chosen as per G, below.

12. The Board shall install an extension telephone for each high school music department.

13. Marching Band Directors will hold summer marching band camp prior to every school year.

D. Parades and Community Events Schedule (Effective August 31, 1988)

Bands	**Events**
3	D.T.A. Christmas Parade
3	Labor Day Parade
1	Senior Citizens Parade
3	Memorial Day Parade
1	City Football Championship
3	Daytime Veterans' Day Parade (when held in Toledo)

Only competing schools will perform in the City Championship game.

Rotating schedules are to be adopted as per A, 1-b.

E. Planning time for the week shall not be scheduled on a single day.

F. Supplemental contracts in music will be issued to, and accepted by, the staff member teaching the corresponding course during the school day (1) or by job title (2). This does not affect those supplemental contracts that are not so linked (3). Under extenuating circumstances, exceptions will be made with the approval of the Federation Music Committee and the Director of Music.

Corresponding Course (1)	Supplemental Contract
Senior Band	High School Band Director (Marching Band)
	High School Concert Band Director
Choir	High School Choir Director
Orchestra	High School Orchestra Director

(2)

High School Chamber Music
Oboe Specialists
Small Jazz Ensemble Director

(3)

Toledo Youth Orchestra Director
Toledo Junior Youth Orchestra Director
All-City String Orchestra
Toledo Youth Jazz Ensemble

G. For the purpose of voluntary transfers to 7-12 openings within the system-wide music department, each current music teacher and each newly employed music teacher will be asked to designate either instrumental or vocal as an assignment preference. The assignment to openings shall be based on music department seniority from among the applicable designated preferences. Should a secondary music teacher choose to vacate a portion of his/her schedule and it is subsequently possible to realign this position with another vacant assignment, both positions will then be posted and preferenced in their entirety. Preferences may be altered during the month of November each year.

For the purpose of filling the five (5) positions specified herein, an audition and interview process will be conducted. Applicants from the bargaining unit for the positions of band director, choir director, orchestra director, Toledo Youth Jazz Ensemble Director, and Toledo Youth Orchestra Director in senior high schools shall be selected by a joint committee consisting of the Federation music representative, two (2) individuals designated by the Federation, the principal of the building affected, and the administrator in charge of musician audition and interview irrespective of departmental seniority. Individuals selected, however, must have indicated a preference in compliance with the above procedure.

This selection process shall also apply to applicants for assistant director in high schools. However, only an interview will be conducted by the joint committee. The director at the location where the assistant director vacancy exists shall be one of the designated Federation representatives on the joint committee.

When a reduction occurs within the music department, teachers will bump the least senior teacher in their area of assignment (vocal or instrumental) first. Then the last person displaced may bump the least senior person system-wide, regardless of their area of assignment.

Reduced enrollment transferees shall be placed from the pool in openings before voluntary applicants, using the seniority preference process described herein. Separate rules may be written by the Board and the Federation when schools are closed.

XLV. NON-PUBLIC SCHOOLS PERSONNEL

A. A copy of each non-public school budget will be forwarded to the Federation quarterly.

B. Non-public teachers shall have delivery of school mail to their homes on a timely basis.

C. A communication system shall be maintained in all modular classroom units which are detached from a school building for safety and emergency purposes. (Also refer to Article XIV, N.)

D. The Non-Public Federation Building Representative has super seniority and shall be the last teacher displaced from the non-public area.

E. Toledo Public Schools teachers assigned to non-public schools. including Auxiliary Services Program (ASP) and Title 1 teachers, who will be absent from work will use AESOP to report their absence. This will be done only for sick leave. Leaves that require approval will be done as per past practice. Teachers will no longer be required to report their intent to return the day following their absence.

XLVI. READING DEPARTMENT TEACHERS

In grades **1-8** teachers of reading in compensatory programs shall accrue seniority in the reading department. In grades **9-12** the teachers of reading who teach a full schedule of reading accrue seniority in the reading department. When **9-12** reading teachers divide classes between reading and another department, the teacher shall have the option of accruing seniority in the reading department provided there is compliance with the three (3) class rule in Article III, C, or remain in the other department notwithstanding Article III, C. Dual department seniority shall not be accrued.

A. All department members shall be scheduled planning time at least equivalent to Article IV, G-7.

B. Effective with this agreement all future teachers placed in the system-wide reading department shall possess a graduate degree in reading, a reading specialist certificate, or a remedial certificate. All teachers who are placed without meeting this requirement must acquire the specific degree/certification within a five (5) year period.

C. Reading aides shall be administered a qualifying test before employment pursuant to the paraprofessional contract.

D. Student loads shall conform to the following: Grades **1-8**— Not to exceed ten (10) students per class period or the equivalent on a reduced instructional period basis.

Grades 7-12, **9-12**— Not to exceed fifteen (15) general fund students per class period or the equivalent on a reduced instructional period basis.

Grades 7-12, **9-12**— reading materials for reading Improvement II students will be requisitioned by the

department chairperson each year on or before June 1 and given to the Assistant Superintendent for Curriculum and Instruction for ordering within budgetary limits.

The above will be in compliance with the guide-lines of the state or federal program involved.

E. All posting, vacancies and reduced enrollment transfers shall conform to the regulations for a system-wide department (See Article VIII, C, and D.)

F. Reading teachers and consultants shall not be used to provide class coverage for absent teachers except during critical emergencies. Substitutes will be provided, but if a substitute is not available, title and/or non-title integrated language arts teachers shall not be required to perform substitute duties for each other per Article XIX, C.

G. Students who are identified CD, ED and LD may be excluded from participation in the reading program, pursuant to an appropriate IEP. **Students who qualify for the English Language Development Program (ELDP) shall complete ELDP prior to placement in Title I. Student eligibility for Title I will be established in accordance with state/federal directives. Every effort will be made to schedule ELDP students (7-12) in the same class period for reading.** Eligibility will be established by scores on a system-wide achievement test or by the reading department staff. From this eligibility list, reading teachers will provide service to the lowest achieving students at each grade level. Students referred by regular teachers for placement on a waiting list, shall have their eligibility for participation determined by a standardized test or other diagnostic tests administered by the reading teacher, and shall be serviced when vacancies occur in the reading classes according to their rank on the eligibility list.

H. A maximum of fifteen (15) professional leaves not to exceed two (2) days for reading teachers on a proportional basis between all elementary teachers and **9-12** teachers each school year shall be reserved for attendance at regional professional meetings with expenses paid from the following funds: Where Title I funds are currently approved by the appropriate funding authority for attendance expenses, such expenses will be paid. A budget submission will be made for the expenses. Non-Title I leave expenses will be paid from the professional leave fund in Article XXX under the rules for that fund. Substitutes need not be provided for the 1-6 remedial teachers. No make-up time will be required. The Elementary Department Chairperson will be permitted to attend not more than two (2) local reading conferences plus the conference of the International Reading Association each year. The 7-12 Chairperson will be authorized to attend one (1) national conference each year.

A rotation of those reading teachers who apply shall

be used for the fifteen (15) leaves so that teachers who have not already participated shall have an opportunity to do so. Seniority among those who have not attended shall apply to the selection process.

I. The 1-6 and 7-12 department chairpersons shall have time reserved on the agenda of their respective department meetings.

J. In grades 1-6 and 7-12 a committee of reading teachers shall be appointed by each department chairperson and shall meet when and as needed with the appropriate administrators or their designees to discuss matters including curriculum, staff development, and testing within the reading department.

K. Refer to Article XI, E-13, for non-compensatory class size limits.

XLVII. ART TEACHERS

A. Art teachers shall accrue seniority as a system- wide department and reductions and vacancies shall follow the rules for a system-wide department.

B. School department seniority shall be converted to system-wide department seniority.

C. Class sizes for art teachers shall be limited to the following maximums in high schools unless mutual arrangements are made between the teacher and principal:

painting	22
ceramics	22
printmaking	22
jewelry	22
drawing	22
sculpture	22
advanced placement commercial art	22
design - color	22
design - 3D	22
applied art	22

This does not preclude scheduling combined classes. General Art classes shall be limited to 28 students.

D. The director shall schedule one district high school art teacher to visit each elementary school once each year for the purpose of meeting with art classes to explain the high school program.

E. Art teachers shall be paid the established mileage rate for art exhibits approved in advance by the director. This provision shall not apply for the annual mall exhibits.

F. All class size provisions shall apply to K-8 art classes unless mutual arrangements are made between the art teacher and the principal.

G. Art teachers shall have sole use of the classroom during their scheduled art lesson, unless otherwise mutually agreed. Art specialists shall be considered the primary teacher during scheduled art lessons, and the regular teacher shall not be present in the room unless mutually

agreed. (Also reference Article V, N.)

H. Teacher schedule problems are also addressed in Article V, O, and R.

I. A cart shall be provided on each floor of the school to which the art teacher is scheduled to travel.

One secure area shall be provided to store art equipment and supplies in an art classroom. If the art teacher must be scheduled to travel within a school, adequate secure area(s) shall be provided. Teachers who are late in bringing their students to an art classroom will not be entitled to lost planning time.

J. See Article V, O, for prohibition on disseminating elementary teacher materials.

K. Beginning with the 1998-99 school year, art teachers will be paid at the negotiated exhibit rate for participation in art related events outside the school day. The Board and Federation will mutually agree on approved art events. The art teacher may apply for the exhibit rate twice per school year. Art teachers may exceed two exhibits pending available funds in the annual art exhibit allocation.

L. Art teachers' paper cutters will be evaluated and sharpened and clay kilns will be evaluated and repaired, annually, as needed.

M. Art teachers shall be allocated an annual budget for materials and supplies for each school in the amount of $**3.50** per pupil and **$260** per art teacher (elementary and $5.00 per pupil and **$550** per art teacher (high School/EHSO) based on the previous official October enrollment.

N. When an art teacher's facility assignment is changed from a classroom to a cart after the first day of a school year, a three (3) day notice shall be given when possible. Two (2) full days without students shall be scheduled to accomplish the relocation.

XLVIII. SPECIAL EDUCATION

A. ASSISTANCE, ASSESSMENT, AND IDENTIFICATION

1. If a teacher is requesting assistance for a child in his/her class she/he submits Request for Assistance/ Evaluation-PR-04 to the IRT. When the IRT suspects the child has a disability, the IRT chair completes the Suspected Disability section on the PR-04 and the child's information will be entered on the Child Information Management System (CIMS). In schools where there is no IRT, the teacher submits the completed Request for Assistance/Evaluation-PR-04 directly to the principal. No limit will be placed on the number of forms a teacher(s) may submit during any given school year and the forms will be available from the school office without restriction to all teachers.

   An IRT decision not to proceed to an Evaluation

Team Report (ETR) is subject to appeal in E, below. If there is determination by the IRT to proceed to assessment, parental permission will be sought immediately and the referring teacher notified.

2. A referral for an ETR consists of the following completed forms: Request for Assistance/Evaluation PR-04, and the Parental Consent for Evaluation (PR-05). Copies of each of these forms will be placed in the student's cumulative and IRT file, as each form is completed, where it is available to authorized school personnel. A student suspected of a disability shall have a complete ETR within sixty (60) calendar days of receiving parent consent. If the student is eligible for special education services, an IEP meeting must be convened within 90 calendar days after parental consent for ETR has been received or within 120 calendar days after the student referral date, whichever comes first.

   A joint procedure, subject to revision yearly, will be agreed to between the Federation and the Board which will govern Emotionally Disturbed referrals (See Appendix B). TFT Building Representatives,IRT chairpersons and principals will implement the procedure and will prioritize when the evaluation team report will be given. They will have authority to utilize Behavior Specialists in the referral process.
3. The Federation Building Committee and the principal shall review the assessment priorities used at the school upon the request of either party. If concerns regarding the processing of referrals cannot be resolved at the school level, the appeal process in E, below, may be invoked.
4. The establishment of the Intervention Response Team will be by agreement among the Building Committee, principal and school psychologist. Guidelines for Intervention Response Teams are issued jointly by the Board and Federation. See Appendix V. Composition of the IRT will be determined at the building level and shall comply with membership regulations outlined in the Guidelines for Intervention Response Teams. The teacher representatives on the IRT will be selected by the building committee, per Guidelines. Teachers will be provided release time or compensated at the negotiated hourly rate, at the option of the Board, to participate in IRT meetings and assessment of students. Supplemental contracts shall be issued to IRT members at start of school. Payment shall commence no later than the first paycheck in October.

   A minimum of three in-service sessions each school year will be provided through released time or compensated at the negotiated hourly rate for each IRT teacher member. The system wide IRT Committee, established in the Guidelines, will

convene a system-wide meeting of IRT chairpersons, building reps, building principals, school psychologists and special education supervisors at the beginning of each semester, with payment at the negotiated hourly rate. The system-wide IRT Committee shall consist of an equal number of teachers and administrators. Additional Intervention Response Teams will be assigned to schools, upon submission of their request as outlined above, after review by the designated representative from the Board, TAAP, and Federation.

5. Teacher referrals will be reviewed by the IRT and a determination made whether to proceed with interventions or in accordance with due process proceed directly to an Evaluation Team Report. Teachers shall participate in the development and monitoring of intervention plans for students in their classrooms. The IRT will review interventions which were implemented by a teacher prior to referral of a student for assessment and will accept those interventions as qualifying for mandated interventions whenever possible.

   The entire IRT including support personnel (i.e. behavior specialists, speech-language, physical, and occupational therapists etc.), will determine the appropriateness, success, or failure of interventions. Teachers will be provided with released time or compensated at the negotiated hourly rate to attend meetings to develop classroom-based interventions. Teachers must agree to the feasibility of the interventions to be implemented within their classrooms. Specific time lines will be established by the teacher and IRT for intervention implementation and review, including those specified in Appendix B. Behavior specialists may be involved per request of the student's teacher and/or IRT chair, or building principal in buildings without a IRT, to conduct observations, develop and monitor interventions, address 504 issues, and provide in-service. Behavior specialists, therapists, and other support personnel are considered to be regular and continuing members of a student's team through the ETR, if the team decides to go forward. If agreement cannot be reached at this level the matter will go to case review.

6. At the conclusion of the psychologist's portion of the ETR of a pupil, a verbal report will be given to the referring teacher and/or IRT chair within ten (10) school days. The ETR team written report will be made available to the schools and the referring teacher, upon completion. In the event the student is determined not to be eligible for special education services, a written report will be available to the referring teacher within ninety (90) school days after parental consent for assessment has been received.

If eligibility is established for special education programs or services, the special education teacher will receive the ETR and IEP at least two (2) days before the student arrives.

The ETR report on each student assessed shall be placed in the student's cumulative file where it is available to the teacher. Access to student files shall be according to Board policy as required by federal law.

A student's teacher will participate in the ETR meeting determining the student's eligibility for special education services. Release time will be provided during the school day for this purpose, or the teacher will be paid at the negotiated hourly rate for attendance outside school hours.

7. Following the re-evaluation of a disabled student, the teacher of the student will receive an oral report of results within ten (10) school days.

   A student's special education teacher, support personnel, and regular education teacher(s), as appropriate, will participate in re-evaluation team meetings if release time is provided during the school day for this purpose. Meetings held before or after school or during the scheduled planning time will be compensated at the negotiated hourly rate. A student's special education teacher will be provided a copy of the Evaluation Team Report no later than fourteen (14) days following completion of the ETR.
8. A student's teacher will be invited to participate in all initial and/or change of program placement IEP conferences and will participate if release time is provided during the school day for this purpose. Special education teachers, supplemental service personnel, and regular education teacher(s), as appropriate, may attend initial or change of placement conferences. They will be compensated at the negotiated hourly rate for attendance at conferences scheduled before or after the school day or during planning time. Supplemental service personnel may participate in IEP conferences involving their students. A student's teacher and supplementary service personnel, if appropriate, will be invited to case reviews and administrative reviews regarding their students.
9. The ETR team, of which the teacher and supplemental service personnel are members, shall assist in determining eligibility for Learning Disability services when the discrepancy formula is not satisfied. Intervention Response Team members, who are part of the ETR team, may participate in the team judgment at the building level. District Administrators, including members of the team, will implement the team decision.
10. Federation Building Representatives or teacher chairpersons of Intervention Response Teams will be

provided a "Psychological Services Summary" and "Students Awaiting" printout in September, January and May of each school year listing the names and status of all students in their building referred for initial Evaluation Team Report and reevaluations.

11. Vision examinations and a report of results shall be available prior to initial placement of a student in a Visually Handicapped unit and prior to every three (3) years thereafter. The examination results will be considered in placement decisions.
12. **Alternate Assessment**

    Some special education teachers provide services to students that require instruction focused on the application of state standards, instruction multiple age levels below age level and/or have disabilities that present unique and significant challenges to participation in district and state assessments even with accommodations. The IEP team may determine that individual students, because of the nature of their disabilities, are unable to participate in the Ohio Achievement Assessment or the Ohio Graduation Test as required by the Ohio Department of Education. These students must take an Alternate Assessment as determined by the IEP team. In order to facilitate the Alternate Assessment, special education teachers will be provided with the following.

    a. All special education teachers who provide services to students with disabilities in grades 3, 4, 5, 6, 7, 8, and 10 will be provided training in the administration and documentation of Standards-Based Alternate Assessment for students with disabilities through a full day training. Release time from teaching shall be provided.
    b. All special education teachers in grades 3, 4, 5, 6, 7, 8, and 10 who received the full day training will be provided an annual two hour review inservice paid at the negotiated hourly rate.
    c. All special education teachers working on the collection of evidence for Standards- Based Alternative Assessment for up to four (4) students will be offered work sessions paid at the hourly rate not to exceed twelve (12) hours.
    d. All special education teachers working on the collection of evident for Standards Based Alternate Assessment for between five (5) to ten (10) students will be offered work sessions paid at the hourly rate, based on three (3) hours per student assessment, not to exceed thirty (30) hours. A special education teacher doing five (5) to ten (10) alternative assessments may elect to be provided one release day and attend fifteen (15) hours of work sessions paid at the hourly negotiated rate.

B. PLACEMENT

1. Placement of a student who has been identified as disabled by an assessment team, and whose parents have granted permission for placement, will occur no later than thirty (30) days following the IEP conference, excluding school holidays and vacation days. An additional fourteen (14) days shall be allocated if the placement requires the opening of a new class or additional time, by agreement, if unusual circumstances exist
2. A conference will occur prior to the initial placement, and changes of placement during the school year, of students into ED , MD, CCSE-T, VI, HI, OD classes subject to the following provisions:
   a. The conference will be rescheduled if the receiving teacher cannot attend.
   b. Appropriate related service personnel, as indicated on the IEP or Evaluation Team Report, will be invited to attend.
   c. The supervisors and/or psychologists who assessed the student will attend.
3. Special education teachers may move students between classes of the same disability at a particular building by mutual agreement of both teachers, the principal and supervisor.
4. Where three or more classes of the same disability are housed in an individual building, the teachers involved, the principal, and the supervisor may mutually agree to designate a particular grade level(s) to each class. New placements in the classes will adhere to the designated grade levels except if a particular grade level is filled.
5. Students who transfer into the Toledo Public Schools and who were receiving special education services in their former school district and who have a current, valid IEP will be promptly provided appropriate services. If additional assessment is necessary, the ETR Team or principal and Federation Building Committee will review the student's priority for testing.

   When identified students transfer from one Toledo Public Schools facility to another, the receiving special education teacher will receive notification and a copy of the IEP at least two (2) days prior to the student's arrival.
6. Each special education classroom teacher will recommend placement of all current students for the ensuing school year at least eight (8) weeks prior to the end of the school year. A form for this purpose will be provided by the teacher's special education supervisor. If the supervisor disagrees with the recommendation, the teacher will be notified in writing of such disagreement no later than three (3) weeks prior to the end of the school year.

Upon request by either party, a conference between the special education teacher and the appropriate supervisor will be held no less than one (1) week prior to the end of the school year for the purpose of discussing a student's placement for the ensuing school year. If agreement cannot be reached, appeal may be made through the Federation per E, of this Article. An IEP conference will be convened if necessary.

7. Supervisors will provide all special education teachers with class lists for the next school year no later than one (1) week prior to the end of a school year. An updated listwill be provided prior to the first day of the school year.
8. Administrative personnel will not dismiss or remove a student currently enrolled in the Toledo Public Schools from special education placement upon parental request without prior consultation with the student's teacher(s). An IEP conference will be held to effect any change of placement.
9. Special education teachers may request that a student be located in another class following three (3) years of location in the same class with the same teacher. Effort will be made by the administration to arrange a new location.
10. A continuum of service delivery options will exist to meet the identified needs of special education students. The options will include:
    A. Supplemental services
    B. Individual/small group instruction
    C. Self-contained classes (special class/learning center)
    D. Resource room (learning center)
    E. Some special class/learning centers will be located in separate facilities
    F. Home instruction
    G. Other options as mutually agreed to by the Federation and Administration The Federation and Board will jointly review the need for establishing additional separate facility space for ED, ED/CD, andMD/ED classes and will make recommendations to the Superintendent by April 15, for each succeeding school year during this Agreement.

C. Least Restrictive Environment

1. All students with disabilities are expected to be educated to the maximum extent appropriate in the general education environment. Based upon the students special needs, the IEP team (see F-1 and F-2 for team composition) will determine the Least Restrictive Environment (LRE) where instruction and services will be provided. Students with disabilities will be enrolled in appropriate classes/courses after the IEP team

has met and determined the plan for each individual student. Necessary supplementary materials, equipment and services shall be provided at the time of regular class placement. Special education students included in the general education classroom will be weighted as 1.5 students on the general education class list.

If an individual student's placement in the general education class is at any time considered to be ineffective, including not meeting the achievement standard designed for a particular grade level or course despite the ongoing provision of accommodations and modifications. Any member of the IEP Team may request to convene an IEP review. If a mutual decision cannot be reached, appeal may be made through the Federation per section E, of this Article.

Scheduling- Elementary

Music, Physical Education and Art CCSE self-contained students into music, physical education and art shall be accomplished by pairing the special education students with the students from one (1) regular education class.

These paired classes will then be split with part being assigned for instruction to one specialist and the other part to another specialist during the same class period. Pairings of classes at the elementary level for art, music and physical education will involve combinations of primary regular grades with primary special education self-contained classes and intermediate regular grades with intermediate special education self-contained classes. The specialists and the principal will consult with the special education and regular teacher and they in turn will determine the configuration of the split. Any disagreement must be resolved within two (2) school days by a representative of the Federation and the appropriate Assistant Superintendent

D. PLACEMENT OF SPECIAL EDUCATION CLASSES: PHYSICAL EDUCATION, ART, MUSIC, FAMILY AND CONSUMER SCIENCES, CAREER TECHNOLOGY

IEP goals and objectives for special education students whose IEP **reflects participation in** physical education, art, music, family and consumer science, health, career technology and study skills will be developed by the IEP team after consultation with the specialist.

E. APPEALS

Appeals may be made through the Federation to the Director of Student Services or his/her designee. A written disposition of the matter will be forwarded to the Federation within seven (7) school days. **The Federation may appeal** the decision of the Director of

Student Services **to a standing three-member appeal panel** which shall be composed of a Board appointee, a Federation appointee, and including a mutually agreed upon neutral third party, if necessary. This panel, including the third party when necessary, shall render a final decision three (3) school days from the time of the appeal.

If the decision involves a change of placement, an IEP review team will be convened. The Board will advocate the panel's final decision through due process procedures.

F. Individualized Education Program

1. Grades kindergarten through grade Twelve (12) will conduct annual Individualized Education Program (IEP) Conferences during the month of the anniversary of that student's ETR date. Summer anniversary dates will have conferences in spring prior to IEP date. (This needs to be totally implemented by 2016-17 school year.)

   The special education teacher, principal, And special education supervisor will receive printouts, by class, listing ETR-IEP dates from the Case Manager in August.

   Special education teachers will have access to all IEP forms through Sungard IEPPlus and the Special Ed Web page on the TPS Web Site. Technical Assistance will be available through the Case Management Office.

   Special education teachers, regular education teachers(when participating), and building administrators will collaboratively determine IEP meeting dates and times. Substitute classroom coverage will be facilitated by the building administrators and provided by the Office of Human Resources when conferences are conducted during the school day. The special education teacher sends the IEP invitation for the periodic review to parents (form IEP **PR 02**) at least 10 days prior to the scheduled conference. If there is no response by the 5th day, a second attempt to contact parents, either written or by phone, must occur and be documented (form CI 210). The special education teacher chairs the IEP conference, gathers pertinent student data to reference as present levels of performance on the IEP, and verifies team members have been notified. Team members include, but are not limited to:

   a) Parent, guardian, or surrogate parent,
   b) At least one general education teacher (the child's current teacher, if applicable) if the child is or may be participating in the general education classroom (requirement cannot be met by art, music, or physical education specialists),
   c) The child's special education teacher (usually the IEP chair),
   d) A TPS administrative representative,

e) Related service providers (occupational therapists, physical therapists, speech-language pathologists, mobility specialists, interpreters, etc.), as needed, and,

f) Agencies and/or invited guests. The special education teacher/chair distributes copies of completed IEPs (with participant signatures) to the parent, the cumulative folder (original copies), all teachers and service providers who will be implementing the IEP, and, if a non-TPS student, to the home school district. If the parent does not attend the conference, the special education teacher/chair will send a letter (form IEP 608) and a copy of the completed IEP to the parent within 30 days. All paperwork required for the IEP conference will be distributed and/or filed by the IEP chair no later than 30 days following the conference.

2. A Federation-Board committee will review the IEP forms employed for initial placement of students into special education classes and annual review for possible modifications.

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

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

5. Speech-Language Pathologists will be paid for two (2) hours at the negotiated hourly rate for each Evaluation Team Report (ETR).

6. Release time will be provided to special education

teachers during the spring of each school year to prepare IEP's and conduct IEP conferences for students who will be changing placement beginning the next school year or for whom additional goals and objectives must be written.

G. CLASS SIZE, PROGRAMS AND SERVICES

1. **Class size for Multidisabled (MD)** special classes shall not exceed 8 students per Instructional period at elementary and high school. There shall be at least one full-time paraprofessional in each MD special class.

Class size for Multidisabled/Medically Fragile (MD/MF) special classes shall not exceed 8 students per instructional period at elementary and high school. There shall be at least two full-time paraprofessionals, one regular para and one health care para, in each MD/MF special class. Students exhibiting intense behaviors will not be assigned to an MD/MF special class.

Class size for Multidisabled/Emotionally Disturbed (MD/ED) special classes shall not exceed 4 students per instructional period at elementary and high school. There shall be at least two full-time paraprofessionals in each MD/ED special class.

Multidisabled/Emotionally Disturbed classes shall provide services to students who qualify for Multidisabled services, but display behaviors so intense that they could pose a danger to that student or his/her classmates.

2. **Class size for Hearing Impaired (HI)** special classes shall not exceed 8 students per instructional period at elementary and high school.
3. **Class size for Visually_Impaired (VI)** special classes shall not exceed 8 students per instructional period at elementary and high school.
4. **Class size for Orthopedically Disabled (OD)** special classes shall not exceed 8 students per instructional period at elementary and high school. There shall be at least one full-time paraprofessional in each OD special class.
5. **Class size for Emotionally Disturbed (ED)** special classes shall not exceed 10 students per instructional period at elementary and high school. There shall be at least one full-time paraprofessional in each ED special class.

Class size for Emotionally Disturbed/ cognitively Disabled (EDCD) special classes shall not exceed 10 students per instructional period at elementary and high school. There shall be at least one full-time paraprofessional in each EDCD special class. EDCD special classes will provide services to students who meet all state requirements for EDCD, but who would also qualify for Cognitively Disabled services if she/he did not manifest severe behaviors.

6. **Class size for Cross Categorical Special Education (CCSE)** special classes per instructional period shall not exceed 12 students at elementary (K-8) and 16 students at the high school.

Class size for Cross Categorical Special Education Transitional (CCSE-T) special classes per instructional period shall not exceed 10 students at elementary and high school. There shall be at least one full-time paraprofessional in each CCSE-T special class. CCSE-T classes will provide services to students who meet all state requirements for CD , who suffer severe deficiencies in the cognitive domain manifested in extremely low academic performance, and significant delays in social, emotional and behavior status, but demonstrate basic communication skills.

7. **Class size for Cross-Categorical Special Education Resource (CCSE-R)** classes shall not exceed 12 students per instructional period at elementary and high school. The IEP team will determine whether students who qualify for SLD services will receive service in a resource room.
8. Class size for Autism, Deaf-Blindness, and/or Traumatic Brain Injury shall not exceed six (6) students at elementary and high school. There shall be at one time one full time paraprofessional in each special class for these students.
9. **In-Class Instructional Support** may be written into the Individual Education Plan (IEP) to provide supplemental instruction for special education students in the general education classroom. The In-Class Support (INCS) shall be a cross-categorical special educator/intervention specialist designated to meet the special needs of students with mild/moderate academic disabilities, whose IEP indicates this level of service. Students whose eligibility requires intense behavioral support may not receive services including, but not limited to, students identified as ED. The (INCS) will not supplant the services provided by the general education teacher, will not be responsible for total instruction of any subject area, nor be responsible for assigning grades or credit. The special education students, included in the general education classroom and serviced by the INCS will be weighted as 1.5 students on the general education class list. The INCS will not be required to work with more than three general education teachers to provide optimal services to the identified students. The INCS shall be responsible for chairing the IEP team and developing the IEP. Based upon the IEP, direct services may be provided in the general education classroom and/or through pull-out. The INCS will develop instructional objectives cooperatively with the general education teacher.

The INCS will be responsible for teaching prerequisite skills necessary for learning fundamental concepts of an objective or reinforcing concepts being taught in the general education classroom.

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

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

The elementary INCS may serve a total of up to twelve (12) identified students. These services will occur in no more than two **K-8** buildings. Those INCS teachers=assigned to two buildings will be assigned a paraprofessional. Non-disabled at-risk students maybe served by the INCS. These services may be discontinued if the INCS caseload reaches twelve (12) identified students. The INCS may have common planning time scheduled with general education teachers when needed.

10. If the district is unable to place a special education student because no vacant space exists, teachers may volunteer to accept one additional student over the contractual class size limit for their special education classroom. (See Article XLVIII-G.) The teacher shall receive an overload payment as follows:
    280 (effective 8-1-09) if the additional student is in attendance 1-45 days.
    $375 (effective 8-1-09) if the additional student is in attendance 46-90 days.
    $728.75 (effective 8-1-09) if the additional student is in attendance over 90 days. The overload payment shall be paid in a lump sum separate check at the end of the school year.

H. CURRICULUM AND IN-SERVICE AND SUPPLIES

1. Textbooks and consumable materials will be provided for all subject areas taught by special education teachers when textbooks are provided in corresponding regular education subjects in number and within timelines stipulated in V, A and XV, B.
   A standardized procedure will exist for special education teachers to requisition and receive textbooks and supplementary materials.
2. **Special education teachers will be allocated monies at each school based on the same formula used for regular teachers in addition to the supplemental monies allocated to special education teachers**

from their area Student Assistance Center.

3. Equipment and supplies mandated by state **Rules for the Education of Handicapped Children** for a particular class of disabled students will be provided.
4. Discretionary funds shall be equitably spent and based upon teacher submission of needs.
5. A supply of low level, high interest reading books and textbooks will be made available and housed in a central location.
6. A good faith effort will be made to house a minimum of two CCSE or CCSE-R self-contained classes at any senior high school in order to permit departmentalization.
7. A requisition will be initiated immediately upon determination that a special education class will be housed in a building for items such as chalkboards, bulletin boards, shelving, a storage cabinet and teacher/student desks and chairs. Prior to transportation of students to a new location the special education department shall call the building principal to determine whether adequate furniture and equipment are in place.
8. Substitutes will be provided for special education aides who are absent due to sick leave or other reasons, when available.
9. Substitutes possessing proper certification for the handicap of assignment will be provided for special education teachers, when available.
10. Teachers and specialists serving ED/CD, MD, MD/ED, ED , and CCSE-T classes will be provided training (such as CPI or COPE) in management of aggressive student behavior and yearly update training.
11. The district will provide inservice training paid at the negotiated hourly rate to all special education teachers who will be asked to complete a functional behavior assessment (FBA) and/or a manifestation determination prior to providing the service and annually thereafter. The in-service will be cooperatively developed by the Federation and the Board.

I. PRE-SCHOOL

1. Teachers of pre-school and kindergarten handicapped students will receive a yearly monetary allocation of $25 ($40 effective 8-1-09) per student for purchase of developmentally appropriate materials. This allocation will not supplant those allocations already received.
2. The Preschool Committee which will consist of the Preschool Director/principal(s), building representatives(s) and building committee members will be established. Issues regarding staffing, curriculum, facilities and supplies/equipment will be addressed by the committee. This committee will be

invited to send one (1) teacher representative and one (1) administrative representative to monthly Joint Curriculum meetings for the purpose of providing information on the implementation of the most current federal and state laws governing preschool and preschool special education.

3. Arrangements will continue for designated early childhood special education teachers to purchase groceries and other classroom supplies from designated suppliers.
4. Preschool Calendar
   a) Preschool classrooms that are not part of (housed within and fully included in) an elementary school may schedule a building wide preschool Open House independent of elementary school(s) Open House dates and times, based on needs of TPS Preschool program and families of preschool students.
   b) Two (2) consecutive days will be granted in October and two (2) consecutive days in March for Preschool teachers to schedule parent-teacher conferences, with the same scheduling options available that are offered to elementary staff (See Article XXVII,K.). IEP and/or ETR meetings may be held during conference days. These Preschool conference dates will be included in the TPS calendar. c) Progress reporting for all Preschool students will be issued at the end of two reporting periods based on dates aligned with ODE assessment reporting dates for preschool programs (December and June). These dates will be included in the TPS calendar. (Not including students whose IEP annual reviews or ETRs occur in December and May).
5. Preschool teachers shall have 180 minutes of planning time on Fridays.

J. SPEECH-LANGUAGE PATHOLOGISTS

1. The number of speech-language pathologists shall be assigned to meet state standards.
2. Traveling speech-language pathologists shall be paid mileage for travel between two (2) or more schools the same day.
3. The Administration shall ensure that speech pathologists in each school are provided separate and adequate facilities conducive to learning in terms of adequate space and storage, proper lighting and ventilation, reasonable quiet, adequate temperature, and safety and security. A computer with internet access, an inter-office phone, room intercom, or office connected walkie-talkie in good working order shall be provided in each therapy room.
   a. Each speech-language pathologist will report

on the adequacy of facilities to the supervisor of speech and language therapy in September of each school year.

b. If adequate facilities or resources are not provided, the Director of Student Services or his/her designee, is responsible for working with the Assistant Superintendent to see that adequate space and resources are provided.

4. Coordination and planning time shall be one full day on Fridays. Testing may be scheduled during this time. Coordination time may be used to schedule joint or in-service meetings. Travel between assigned buildings is permitted; however in such cases the central office responsible for speech and language therapy services shall be notified.
5. The maximum assignment for any pathologist shall be four (4) schools for full-time therapist. Therapists who work less than full-time in either the length of the day, or in the total days per week, shall be scheduled case loads under the formula used for full-time pathologists. Part-time pathologists shall not be assigned to more than three (3) schools, nor shall they be required to travel to more than two (2) schools in any one day.
6. Total populations of students assigned to each pathologist shall be reasonably equitable. When physically, emotionally or mentally disabled students are scheduled into therapy, the present system of weighing a caseload shall be utilized with a corresponding reduction in the total number of students assigned to a pathologist. When inequitable populations exist, guidelines for reassignment of pathologists shall be cooperatively established between the building committee, the department chairperson, and the Director of Student Services or his/her designee.
7. Speech-language assessment will be completed for all students with suspected speech disabilities formally referred via **Referral for Assistance forms** and for whom parental permission has been granted by April 15 during a given school year and recommendation/disposition made prior to the first day of school of the succeeding school year.
8. Speech pathologists shall be reimbursed for the Ohio Board of Speech-Language Pathology license renewal fee of $150, once every two years, which is required to acquire an Ohio Department of Education license to practice speech-language pathology in a school setting.

K. PHYSICAL AND OCCUPATIONAL THERAPISTS

1. A half-day coordination and planning time on each Wednesday will be provided for each therapist and therapy assistant. This time may be employed for therapist in-service meetings, and/or evaluations.

2. Traveling therapists and OT/COTAand PT/PTA teams will be scheduled by the department supervisor in cooperation with the department chairperson into regions to reduce the number of therapists servicing a single site and to reduce travel time and distance between buildings. The number of schools and/or sites serviced by a full-time therapist should not exceed five (5), and the number of schools and/or sites serviced by a full-time therapist/assistant team should not exceed ten (10), except by agreement between the supervisor and department chairperson. The COTA or PTA will be assigned to one supervising therapist, except by agreement between the supervisor and department chair person.
3. A full-time caseload shall not exceed fifty (50) students per full-time therapist. A full-time caseload shall not exceed seventy-five (75) students per full-time therapist/assistant team, with neither therapist or assistant exceeding an individual caseload of forty (40) students. The number of students assigned per therapist shall be equitable with assignment influenced by variables such as the number of sites travelled to and the severity of students and the supervisory responsibilities of therapists for therapy assistants.
4. The Board shall ensure that therapists and therapy assistants are provided in each school separate and adequate facilities conducive to therapy in terms of adequate space, proper lighting and ventilation, reasonable quietness, adequate temperature, and safety and security. A computer with internet access, an inter-office phone, intercom, or office-connected walkie-talkie shall be provided in each therapy room. Therapists and therapy assistants will be provided adequate, locked storage space for equipment and testing materials at each site serviced. This space will be located as close as possible to the space used to service students.

   If adequate facilities or resources are not provided, the Director of Student Services, or his/her designee, is responsible for working with the Assistant Superintendent to see that adequate space and resources are provided.
5. Upon notification and approval of the supervisor and appropriate principal(s), a therapist and/or therapy assistant, when authorized by the supervising therapist, will be permitted to attend a client's therapy-related physician and/or orthotist appointments, staffings and hearings.
6. Therapists shall be allotted two hours, as needed, to perform evaluations at schools not presently serviced by an Occupational Therapist and/or a Physical Therapist and to perform evaluations for students assigned or to be assigned to therapy assistants. This

time shall not be considered part of planning time.

7. When physical and/or occupational therapy is provided as part of a student's Extended School Year program. ,Toledo Public School Physical and Occupational Therapists will be offered their personal daily rate of pay pro-rated for contact hours to provide the services.
8. Physical Therapists and Occupational Therapists who supervise therapy assistants will be allotted release time up to eight (8) times per year, per site, at the therapist's discretion, to complete additional diagnostic activities for students being serviced by a COTA/PTA, supervise COTA/PTA services to students, and introduce/revise activities being provided by the COTA/PTA. Additional release time may be authorized by the supervisor.
9. Occupational Therapists, Physical Therapists, Occupational Therapy Assistants, and Physical Therapy Assistants shall be reimbursed for the Ohio Occupational Therapy, Physical Therapy, and Athletic Trainers Board license renewal fee <u>whatever the cost is</u>, once every two years, which is required to acquire an Ohio Department of Education license to practice physical and occupational therapy in a school setting

L. GENERAL

1. Paraprofessionals, when assigned to a special education class, will accompany the class for instruction when requested by the receiving teacher if the class is held within the paraprofessional's regular duty time.
2. The head teacher at separate facilities or other locations shall be appointed by the administration after consultation with the Federation. If the head teacher position is eliminated at a given location, or the person holding the position leaves the position for any reason, he/she will have the right to remain at the location as a teacher in a special education class per applicable system-wide department seniority rules.

   Head teachers at the Kobacker, Devilbiss Achievement, Mayfair Achievement, and Educare shall work a total of three (3) weeks extended time. This extended time may be used at the beginning and/or end of each school year.
3. The special education administration will provide a written summary of the School Improvement Review (SIR) final report to all special education teachers. The summary will reference items applicable to the entire department and to each disability area.
4. **Teachers who feel that students have been misplaced in special education programs, or who identify and report to the Board students who need testing, but have not been tested, or who have been tested but not placed, may, after**

consultation with the principal and subsequent inaction, appeal directly to the Federation for corrective action which in turn may invoke the appeal procedures in E.

5. **Special education supervisors will confer with teachers prior to any meeting with parents initiated by special education administrators and prior to any case/administrative review at which the supervisor and teacher will attend for the purpose of jointly preparing for the meeting.** Special education teachers will be invited to participate in any planning conference for a due process hearing when they have relevant information to provide.

   Teachers should consult with the Federation concerning representation rights at special education meetings.

6. **All assignments, posting and transfers shall follow the procedures applicable to a system-wide department.** Notification of vacancies shall specify the certificate required. Vacancies shall be filled from within the special education department first. First year teachers shall not be assigned to cross-categorical classes where teaching duties are shared (Also see Article IV-F). Those Cognitively Disabled classes designated to receive students functioning on the borderline of Cognitively Disabled Transitional students and/or students displaying immaturity will be announced and stipulated in all posting of vacancies.

   Cross-categorical classes (both regular and special education positions), Multidisabled/Emotionally Disturbed (MD/ED) and Medically Fragile classes as identified by the Board and Federation, shall be posted as such. (Also see Article IV-F.) Those Cognitively Disabled classes designated to receive students functioning on the borderline of Cognitively Disabled Transitional students and/or students displaying immaturity will be announced and stipulated in all posting of vacancies.

7. Any portion of this Article affected by a change in applicable state or federal regulations shall be subject to renegotiation at the request of either party.

8. When disabled students are placed as a class for regular education instruction, the special education teacher shall, upon request of the regular education teacher, accompany the class of students, provided it is not the special education teacher's scheduled planning time. Special education teachers may not be assigned to regular education instruction, except for study halls, during this time.

9. Any regular education or special education teacher may remove a disabled student from his/her class to protect health or safety of any student or adult

for up to twenty-four (24) hours during which time the principal shall invoke the appropriate Board procedures. The Assistant Superintendent and the Federation shall be notified immediately.

10. Facilities will be provided which are adequate and equipped for the type of instruction and number of children in art, music, home economics, industrial arts, physical education and health. Joint use of a classroom by two or more teachers during the same instructional period will be voluntary.
11. Teachers of ED, ED/CD and the secondary regular education classes in separate facilities or clusters will receive a yearly monetary allocation of $500 (effective 8-1-09) to support their behavior management program. All other teachers of ED, ED/CD, and MD/ED classes will receive $400 (effective 8-1-09). This allocation will not supplant those allocations already received.
12. Options IV teachers will receive a monetary allocation of $600 (effective 8-1-09) to support their placement of students in the community for transition experiences and jobs.
13. Two teachers will be assigned as full-time Behavior Specialists to be available to teachers and other staff to provide immediate assistance in managing students with severe behavior problems, and to assist in the special education referral and identification process, as appropriate. The procedures for selecting, assigning, and utilizing the Behavior Specialists will be agreed to by the Federation and the Board. Effective April, 1993, not withstanding the provision of 4117, ORC, this program may be terminated by either party, upon giving written notice to the other party.
14. A committee will develop system-wide and building level guidelines and procedures, to be effective in September, 1992, for handling students who exhibit behavioral/emotional problems. In-service will be provided regarding these procedures as determined by the committee.
15. **See Appendix R for placement and assignment timelines.** Refer to Article IV for teaching assignments and Article VIII for transfer information.
16. Medically fragile students shall be defined as those with complex health care needs that are extremely disabling or life threatening and which require specific prescribed procedures and/or specialized technological health care procedures for life and/or health support. Teachers of Multidisabled/Medically Fragile students will be provided access to Toledo Public Schools nurses via portable radios or other communication instruments.
17. All teachers will be notified in writing by the administration, or by a nurse employed by the

Toledo Public Schools, that a student for whom they are responsible has a Do-Not-Resuscitate (DNR) order on file with the school district. A Case Review will be convened to review the request with all appropriate staff. Teachers shall not be required to provide services which are required by law to be performed exclusively by nurses. (Also see Article LIV-Q.)

18. The district will provide training to all personnel, including teachers, nurses, therapists, and paraprofessionals, who are assigned to provide services to the medically fragile student population, prior to initial assignment and annually, if requested, thereafter. The design and implementation of training shall be cooperatively developed by the Federation, TAAP, and the Board.
19. A separate Memorandum of Understanding governs speech-language, occupational and physical therapist Medicaid documentation. (Also see Article XXXVIII.)
20. Interim alternative educational settings (IAES) for the special education population will be mutually explored by the Federation and the Board for implementation in the 2001-2002 school year. The IAES will be based upon current alternative school programs, but designed to meet IEP goals and objectives. The IAES based upon current best practices, will be placed in a location jointly selected by the Federation and the Board that will include adequate support staff to provide all special education services included on the IEP. A training component will be available to all TPS personnel selected to staff the IAES. Continuation and/or expansion of the program will correspond directly to need.

M. Certified Occupational Therapy Assistant (COTA)/Physical Therapy Assistant (PTA)

1. Positions shall be full-time and the duty day shall conform to the elementary school day (five hours and forty-five minutes) or the high school day (six hours and fifteen minutes), except to fill a remaining schedule after all other full-time assistants have been placed.
2. Benefits will be provided to these classifications in the same manner and eligibility criteria as benefits are provided for Hourly Teachers under this Agreement, Article IX.
3. The Board and Federation will mutually address any scheduling/assignment or other issues.
4. An annual allocation of $125.00 will be provided to each PT and OT for supplies, materials, and equipment. Those OTs and PTs with a full time COTA/PTA will be allocated an additional $50 per year.
5. **WAGE RATES**
   COTA and PTA

Step	1/1/2014	1/1/2015
1-2	$17.59	$17.77
3	$18.58	$18.77
4-7	$19.38	$19.77
8-11	$20.34	$20.75
12+	$21.32	$21.75

XLIX. AUDIO-VISUAL MEDIA COORDINATORS AND EDUCATIONAL TECHNOLOGY

A. With the exception of those high schools that have two (2) Library/Media Specialists, each high school shall be assigned one (1) audio-visual media coordinator who shall be provided at least one (1) period per day to perform the responsibilities of this position. When possible, this will be the first period.

High school Library/Media Specialists who perform the duties of the Audio-Visual Coordinator, since they cannot receive one period a day to perform these responsibilities, shall be compensated as per Article XXXVIII.

B. Audio-visual coordinators in elementary schools shall be compensated as per Article XXXVIII. Educational Technology Trainers in elementary schools shall be compensated three hours per week at the negotiated hourly rate.

Effective with the 1998-99 school year, the Audio-Visual Coordinator supplemental service position will be eliminated at elementary schools which have an Educational Technology Resource Teacher. Audio-Visual Coordinator duties will be assumed by the ETRT, as agreed to by the Board and Federation. Educational Technology Resource Teachers who serve elementary schools with seven hundred (700) or more students, shall be paid an annual Special Service Salary of $3,900. Educational Technology Resource Teachers who serve elementary schools with fewer than seven hundred (700) students shall be paid an annual Special Service Salary of $3,150.

C. The duties and responsibilities of audio-visual media coordinators shall be written and distributed to all AVMC's.

L. LIBRARY/MEDIA SPECIALISTS

A. Library/Media Specialists shall not be scheduled teaching duties in addition to their regular duties. Library related instruction is excluded.

B. Every certificated professional Library/Media specialist being paid on the salary schedule contained elsewhere herein, shall constitute a Library/Media Development Council. This council shall elect a department chairperson.

The Library/Media Development Council shall be consulted in all matters of purchasing, cataloging, organization, staffing and overall development of

library services system-wide and for the various areas such as high school libraries, elementary libraries, libraries, etc. The budget committee for the Library Development Council shall be consulted regarding major library budget allocations. The budget allocation for purchase of library materials for high schools shall be at least equal to that required to meet standards for North Central Association accreditation.

C. The Library/Media Development Council shall meet once each semester during school time to articulate and coordinate its programs. The department chairperson shall be responsible for setting the agenda. The Director of School Media Services shall have a scheduled place on the agenda of the council meeting. Other meetings called by the Board shall be held during school hours, but shall not require substitutes.

D. Upon request, substitutes shall be provided for those Library/Media Specialists who are responsible for the operation of a single library or media center if the employee is absent for an extended period of time.

Substitutes for high school Library/Media Specialists shall be either Library/Media Specialists or if unavailable, a fully certificated substitute teacher.

E. High school Library/Media Specialists shall be granted two (2) days extended time to be used either before or after the school calendar at the option of the individual specialist. Libraries must remain open during final exams.

F. All high school library secretaries shall remain on duty for the same yearly time period as the respective Library/Media specialists, and shall not be assigned non-media duties. Elementary library secretaries shall remain on duty for the same yearly time period as the respective Library/Media Specialist, and shall not be assigned non-media duties except as per past practice in elementary buildings

G. All Library/Media Specialists in high schools shall be invited to attend general meetings of department chairpersons in their schools.

H. The Library/Media Specialists in the elementary, and senior high schools shall be the sole agents for requisitioning all professional journals, books, magazines and audio-visual software materials to be acquired for their libraries with the approval of the Assistant Superintendent, Curriculum and Instruction. Specialists shall also be responsible for maintaining records on all computer software at individual schools. Computer software will be cataloged centrally.

The Library/Media Specialist and the principal in each school shall be informed by the Assistant Superintendent, Curriculum and Instruction, of the amount of federal and general fund monies available for the purchase of materials as soon as a budget is known.

I. The Board shall provide centralized cataloging and

processing of all library books and software audio-visual materials (all print and non-print media).

J. There shall be a certificated Library/Media Specialist in all high schools. In schools with 1,500 or more students, two (2) certificated Library/Media Specialists shall be assigned. The October enrollment count shall be used for staffing. The resulting positions shall be filled by the start of the second semester. Reduced enrollment transfers shall be governed by Article VIII, D.

K. Every summer high school shall have a full-time Library/Media Specialist. A certificated Library/Media Specialist from within the system-wide Library/Media department, when available, shall have priority in filling the summer position.

L. In any Library/Media center with more than one Library/Media Specialist, the senior staff member shall be designated as senior Library/Media Specialist.

M. Library/Media Specialists shall be notified of vacancies as per Article VIII, C., and III, D.

N. Outside line phone service shall be provided by the Board in each high school Library/Media center.

O. Library/Media Centers shall not be used for regularly scheduled study halls, discipline centers or permanently scheduled classes during the regular school day. Elementary Library/Media Specialists shall be consulted when the library is considered for use for other purposes during non-library weeks.

P. Elementary Library/Media Specialists' school assignments shall be made by the Assistant Superintendent, Curriculum and Instruction based on system-wide department procedures. Each of the specialists shall be assigned to no more than six (6) elementary Library/Media Centers. The weekly schedule for each specialist will be submitted to the Assistant Superintendent, Curriculum and Instruction. Included in these schedules will be (a) a block of time allotted to individual library office time, and (b) a block of time each week when all traveling librarians will meet together at the Media Services Office. There shall be a certificated Media Specialist assigned to no more than six (6) Library Media centers. The assignment of elementary Library/Media Specialists shall conform to the procedure adopted in January, 1992.

The Library/Media Specialist position assigned half-time to the Mayfair Achievement location will continue and will be combined with another assignment(s) resulting in a full-time assignment without reducing the services currently provided to other elementary school locations.

Q. High school Library/Media Specialists who are assigned to perform the duties of the Audio-Visual Coordinator shall be paid as per Article XXXVIII.

R. When a new course is added to the curriculum, the Board will provide additional funds for the library in

each affected school to purchase supplementary related materials: books, magazine subscriptions, AV software and computer software to be housed in the library. These materials shall be selected by the Library/Media Specialists in consultation with the teacher(s) of the new course.

LI. SCHOOL SOCIAL WORKERS

A. All newly employed school social workers shall meet state certification requirements.

B. School social workers shall not be required to check on the health of any other employee of the Board.

C. Department members shall not be asked to perform clerical duties unrelated to their job description including answering telephones in school offices when the principal and secretary are out of the office.

D. Based on the referral of a student to a school social worker, he/she will examine appropriate records, including attendance, as a part of developing and monitoring an appropriate action plan.

E. The school social worker shall make home visits only to the homes of students who attend the building(s) or reside within the attendance district to which the school social worker is assigned. Mileage will be paid for in-district travel in accord with the negotiated agreement. Home visits shall not be required for the purpose of delivery of educational planning conference notices,address verification or delivery of hearing notifications.

G. A telephone and a computer with internet access will be provided to each school social worker. School Social Workers will have access to a private meeting room.

a. Each school social worker will report on the adequacy of facilities to their supervisor in September of each school year.

b. If adequate facilities or resources are not provided, the supervisor is responsible for working with the Assistant Superintendent to see that adequate space and resources are provided.

H. Making telephone calls for student tardiness or checking a tardy list shall not be required of school social workers.

I. The delivery of inter-office mail shall not be required.

J. Upon request, professional name cards will be provided each school social worker. Identifying information shall be printed on the card.

K. Upon written request, a current street map and a copy of the *Guide to Human Services* shall be provided to each school social worker.

L. School social workers will submit a mileage report before the 3rd of each month to the supervisor. Payment will be forwarded to the teacher before the last day of the same month in which the report was submitted.

M. The Board will provide the school social worker with

desktop supplies such as, but not limited to, pens, pencils, envelopes, mileage forms, tape and dispensers, stapler, staples, calendar, paper, desk, chair, locking file cabinet, and access to Board-adopted Course of Study for elementary grades.

N. The Board shall provide legal advice in the event of a threatened litigation against a school social worker in connection with his/her duties.

O. The Board and Federation agree to make every effort to secure finding which will enable the school social work program to continue beyond the current grant cycle.

P. The school social worker department chairperson shall be released to attend the Ohio School Social Work Annual Conference.

Q. Coordination time not to exceed one hour per month shall be scheduled for department meetings.

LII. SCHOOL CONSULTATION PROGRAM

The function of the School Consultation Program is not supervisory or administrative but that of a supportive service designed to provide confidential assistance to any teacher who requests it. (The phone number for the School Consultation Program is 479-3168.)

A. The School Consultation Program will be coordinated by a joint committee of Board and Federation appointees. New consultants shall have the approval of the joint committee before assignment.

B. Consultants shall work with teachers on a referral or voluntary basis and assist with the in-servicing of teachers in the areas of testing and diagnostic kits, classroom management, and learning disabilities and least restrictive alternative placement.

C. There shall be three (3) consultants employed during the life of this agreement.

LIII. DRIVER EDUCATION

Driver education programs have been discontinued. Should driver education programs be reinstated, contract language in this article in the TFT-TPS 2001 2004 Agreement shall also be reinstated or subject to modification by mutual agreement of the Board and Federation.

LIV. SCHOOL NURSES

A. The same salary credit for placement and advancement on the salary schedule shall be granted for all professional nursing experience as is granted teachers for teaching experience.

B. All high schools will be assigned one (1) individual who shall possess the Registered Nurse designation in addition to regular teacher certification. This individual will not be required to teach classes, but may be used as a resource person in the area of physical health. Requests for classroom appearances should normally

be made at least five (5) days before the visitation.

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

D. The Board shall provide legal advice in the event of a threatened litigation against a nurse in connection with her duties.

E. There shall be a certified, registered school nurse in all high schools. The current staffing level for elementary schools will be maintained while grant funding exists after which the Federation and Board will mutually review and agree to any necessary adjustments. However, a minimum of ten (10) school nurses shall be employed for elementary schools.

F. All Board-hired school nurses shall be considered a system-wide department and a department chairperson shall be elected by the nurses. This nurse shall be compensated as a regular department chairperson.

G. The elected department chairperson may be released the equivalent of three (3) days each semester to perform duties related to health services. The elected department chairperson or designee shall be a member of all School Health Services related committees that deal with procedures and policies that school nurses must perform.

H. The Toledo Public Schools Medical Advisory Committee shall work with the district to formulate school health policies and to provide consultation services. The department chairperson and one additional school nurse, appointed by the Federation, shall serve on this Advisory Committee.

I. Nurses shall not be required to transport in their cars students who are ill.

J. Teachers, other than nurses, shall not be required to inspect students for body lice. When it is apparent, however, that infestation is present this situation should be reported immediately to the principal.

K. Vacancies and posting shall adhere to procedures specified in Article VIII, C.

L. Nurses shall be permitted to meet together twice a year at the end of the first quarter and third quarter to plan, coordinate, and propose health care activities. These meetings will be scheduled after school and will be paid at the hourly rate.

M. Outside line phone services and a locked cabinet for storage shall be provided by the Board in each nurse's office. Elementary nurses shall be provided pagers to facilitate contract for consultation and emergencies. Whenever possible, nurse offices shall be located in close proximity to running water and bathroom facilities.

N. With the exception of section C, above, the nurses assigned to McTigue and Glendale-Feilbach, because they include classes for orthopedically handicapped

students, are included in this Article.

O. Initial hearing and vision screenings in high school will be done by the school nurse. Re-evaluations are the responsibility of the paraprofessional(s). The Board will provide each high school nurse with an audiometer and maintain and repair the equipment.

P. Beginning with the 1998-99 school year, the annual supply allocation for school nurses will be a minimum of $300 per year, per nurse, for elementary nurses; ~~$450 per year, per nurse, for middle school nurses;~~ and $550 per year, per nurse, for senior high school nurses. Additionally, each school nurse shall be allocated an annual supply allocation for each school in the amount of a minimum of $1.00 on the previous official October enrollment.

Q. Medically fragile students shall be defined as those with complex health care needs that are extremely disabling or life threatening and which require specific prescribed procedures and/or specialized technological health care procedures for life and/or health support.

All teachers will be notified in writing by the administration, or by a nurse employed by the Toledo Public Schools, that a student for whom they are responsible has a Do-Not-Resuscitate (DNR) order on file with the school district. A Case Review will be convened to review the request with all appropriate staff.

Teachers of Multidisabled/Medically Fragile students will be provided access to Toledo Public School nurses via portable radios or other communication instruments. Teachers shall not be required to provide services which are required by law to be performed exclusively by nurses.

The district will provide training to all teachers, including nurses and therapists, and paraprofessionals who are assigned to provide services to the medically fragile student population, prior to initial assignment and annually, if requested, thereafter. The design and implementation of training shall be cooperatively developed by the Federation and the Board.

Nurse substitutes will be provided an orientation regarding district policies and protocol upon hiring and annually thereafter. The Federation and the Board will jointly develop and implement the orientation.

LV. PHYSICAL EDUCATION SPECIALISTS/ TEACHERS

A. The physical education specialists work in the elementary grades. They constitute a system wide department. All system-wide departmental provisions of the agreement apply.

B. Class size shall be limited to the same number of students as that of the regular teacher for whom the specialist is serving. (See Article XI and Article XLVIII, C-3.)

C. When a teacher aide is assigned to the class, the specialist shall have the option of using the aide if this aide normally is scheduled during the period when students are assigned to the specialist.

D. In-service will be scheduled by the department chairperson and Physical Education Director during parent-teacher conference days. Specialists will be excused to meet those parents who have requested a conference.

E. Physical education specialists shall not be required to conduct classes or programs in regular classrooms or hallways, except in case of an emergency. **Scheduled assemblies are not cases of emergency.**

F. The Board pledges a good faith effort to remove all voting machines from gyms when other space is available and permissible under applicable regulations, including fire regulations.

G. Every effort will be made to schedule classes at the same grade level back to back.

H. It is recognized that gyms/auditoriums occasionally will be needed for school uses other than physical education classes. When this occurs, physical education teachers will be given five (5) days notice when possible. In implementing this section, activities will be scheduled so that physical education specialists will not have to give up their classrooms unnecessarily for purposes unrelated to their instructional program. When a program or event is impossible to schedule in advance, the five (5) day notice may be waived upon consent of the K-12 Education Office..

It is the intent of this section to require assemblies in the gym to be scheduled around the physical education schedule when no classroom is available to the physical education teacher.

I. Teacher schedule problems are also addressed in Article V, O and R.

J. Beginning with the 2001-2002 school year, physical education specialists will be paid at the negotiated performance rate for participation in school and community performances/events. The Board and Federation will mutually agree on approved performances and events. The physical education specialist may apply for the performance rate once per semester.

K. Beginning with the 2009-10 school year, secondary physical education teachers shall be allocated an annual supply and equipment allocation for each school in the amount of $1.00 per student, based on the previous official October student enrollment

LVI. HORIZONS TEACHERS

A. The Board will create a list of validated substitute teachers for use as long-term substitutes (eleven days or more) for teachers of gifted students. This list shall be

exhausted for long-term assignments in gifted classes before non-validated substitute teachers are used. For absences known to be for an entire school year, the Board will attempt to use a validated teacher from the bargaining unit if a validated substitute is not available.

B. All teachers placed in the Horizons Program will be state validated in Gifted Education.

C. Class size shall not exceed sixty (60) pupils per week for each teacher.

D. When the Horizons Program site is wired and networked for technology, an Educational Technology Resource Teacher shall be selected by Horizons teachers and shall be paid an annual Special Service Salary of $2,400.

LVII. OTHER COMPENSATIONS

Members of the bargaining unit who compose tapes, records, movies, pamphlets, textbooks, or any other instructional materials for use other than within their own classrooms shall not be denied royalties and compensations accordingly, except for those materials that are used in Toledo Public Schools.

LVIII. TEACHERS ON SPECIAL ASSIGNMENT

A. Teachers on special assignment shall continue to be paid compensation and benefits as if they were regular classroom teachers. All conditions of employment found in this agreement applicable to regular assignment teachers shall also apply to teachers on special assignment who shall be required to work six (6) and one-quarter (1/4) hours per day.

B. Teachers on special assignment, when assigned as Evaluation Specialists, shall work two (2) weeks of extended time. Mileage shall be paid to teachers on special assignment when they are required to use personal cars. Evaluation of personnel shall not be assigned to teachers on special assignment.

C. The Board will fund up to three (3) teachers on special assignment to assist in the implementation of special projects.

It is understood that, effective September 1, 1993, notwithstanding the provisions of Chapter 4117, of the Ohio Revised Code, this program (teachers on special assignment) may be terminated by either party, upon giving notice in writing to the other party at least thirty (30) days prior to termination.

LIX. RECOGNITION OF RETIRING TEACHERS

The Board shall recognize all retiring teachers through a program planned by the Staff Development Control Board.

LX. INSURANCE

1. **Types of Coverage**

A. **Hospital/Surgical and Supplemental Major Medical insurance through a Preferred Provider Organization (PPO) Network and Schedule of Benefits**

The board shall provide to each member of the bargaining unit, except as set forth herein, Hospitalization/Surgical and Major Medical Insurance on a pre-tax or after tax basis. Depending on the medical option (Option 1, 2, Or 3) selected, (i) a premium contribution May be applicable, (ii) there may be an In- Network or Out-of-Network per person or Family deductible applicable, and (iii) there may be an In-Network or Out-of-Network per person or family coinsurance applicable. Option 1, 2, or 3 co-payment for in-network primary care physician office visits is $15.00 per visit. There is maximum benefits payable per lifetime as provided by the summary Plan Description (SPD) for all covered services. There are no\ Pre-existing condition limitations associated With any of these benefits through the new Hire enrollment or annual open enrollment. All levels of benefits are ultimately determined and may be changed from time to time by the Toledo Public Schools Insurance committee.

B. **Dental**

The Board shall provide to each member of the Bargaining unit, except as set forth herein, Dental/insurance on a pre-tax or after tax basis. Depending on the employee options as provided by the SPD, which may be changed from time to time By the Toledo Public Schools Insurance Committee.

C. **Prescription Drug**

The Board shall provide to each member of the bargaining unit, except as set forth herein, Prescription Drug insurance on a pre-tax or after tax basis. Depending on the employee options as provided by the SPD, which may be changed from time to time by the Toledo Public Schools Insurance committee.

D. **Optical**

The Board shall provide to each member of the bargaining unit, except as set forth herein, Optical insurance on a pre-tax or after tax basis. Depending on the employee options as provided by the SPD, which may be changed from time to time by the Toledo Public Schools Insurance Committee.

E. **Life Insurance**

The Board shall provide term life insurance to each eligible member of the bargaining unit during the duration of their employment in the following amount:

$50,000 - Effective April 1, 1992

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

2. **General**

A. **Effective date of coverage** for new employees is the date of hire for contract teachers. The effective date of coverage for present contract teachers not enrolled in the plan is the date established at the annual open enrollment periods.

Full-time hourly teachers and tutors shall receive all fringe benefits (family coverage) provided that they work at least twenty (20) hours per week. Benefits for these employees will continue during the summer months.

Part-time hourly teachers and tutors shall receive the following benefits:

1. Hospitalization, surgical and supplemental major medical, vision, prescription and dental (single coverage) provided they work at least fifteen (15) to nineteen (19) hours per week. Benefits for these employees will continue during the summer months.
2. The life insurance total provided they work at least fifteen (15) to nineteen (19) hours per week.
3. Hourly teachers and tutors who work twelve (12) to fourteen (14) hours per week may purchase the above benefits at 50% of the group rate.

   Long term substitutes and continuous building substitutes who have served sixty (60) days or more shall receive full benefits and shall continue to receive all fringe benefits during the summer months.
4. Effective date of coverage for spouses and dependents is the same as employees. Spouses are eligible for coverage provided they comply with the spousal contribution schedule referenced above. Dependents are covered according to the following schedule:

B. **Health, drug, dental & vision dependent eligibility criteria** Dependents of Toledo Public School employees who work and are eligible and provided health benefits by their employer are required to enroll in their employer's health and prescription plans as primary. They may participate as secondary under the Toledo Public Schools plan. Should their employment cease and they retain dependent status, they are not required to take a COBRA plan and are eligible for primary coverage under the Toledo Public Schools plan.

1. **Dependent Children** - Effective January 1, 1992, dependent children are covered through the end of the calendar year in which the reach age 19. They will be covered through the end of the calendar year in which they reach age 24 - ONLY IF A FULL-TIME STUDENT.
2. **Spouse and/or Dependent Coordination of benefits** Eligible employees married to other eligible employess are not required to contribute to the monthly premium for spouse coverage. In such case, the eligible employees may select either two single plans or one family plan.
   a).**Spouse Eligibility** - Effective July 1, 2001, hospitalization coverage will be provided to spouses of eligible employees according to the following: In order for any spouse of an eligible employee to be covered under the Board's hospital, surgical, supplemental major medical, and prescription drug plans, such spouse must fully enroll for single coverage, regardless of cost, in any available employer/ government sponsored health, surgical, major medical and prescription drug plan (such as but not limited to an HMO, PPO, comprehensive major medical plan, supplemental major medical plan, prescription drug plans, etc.) Spouses do not have to enroll in dental or optical plans but are encouraged to do so. An available employer/government sponsored plan means any plan made available to the spouse during employment or as a retiree, for which the spouse is/was eligible, and includes any period of health care continuation coverage available to the spouse under COBRA or other applicable laws. If a spouse declines available hospitalization, surgical, major medical or prescription drug coverage; elects another benefit or cash payment in lieu of coverage; or otherwise elects not to receive such coverage, said spouse shall not be eligible for Board coverage.
   b).**Retired TPS Employee Spouse** An eligible employee, whose spouse is a retired employee of Toledo Public Schools with at least ten years full time service and whose spouse is eligible for STRS or SERS health care benefits, may elect to cover the spouse as primary under Toledo Public Schools and will pay the secondary coverage monthly rate. The retired spouse does not have to enroll in STRS or SERS health insurance coverage. However, should such retired spouse become employed, they are required to enroll in their employer's single health and prescription plan

as primary, if available and eligible, regardless of any monthly payroll deduction that might be required or monetary incentive that might be offered in lieu of coverage. Spouses who accept a different benefit or cash incentive in lieu of coverage through their employer will not be eligible for Toledo Public Schools coverage. Once a spouse is compliant with this language, they shall be eligible for secondary coverage under a Toledo Public Schools plan.

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

C. **Exhaustion of sick leave or absence without pay The Board will continue coverage for eligible employees who have exhausted their sick leave and not returned to work during the balance of the month in which sick leave is exhausted, plus the two (2) following months unless otherwise specified in this agreement**. Life insurance coverage shall be extended for the balance of the month, plus eleven (11) additional months.

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

D. **Death benefit**

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

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

E. **Layoffs**

The Board shall provide continued group health care coverage (medical, dental, prescription, and vision) and life insurance for each member of the bargaining unit laid off for the rest of the month in which the layoff occurred, plus four (4) additional months provided the person had accrued one (1) school year's seniority prior to the layoff. Members of the unit who have accrued less than one school year's seniority shall be provided these benefits for two (2) additional months beyond the month in which the layoff occurred. Thereafter, employees shall be permitted to purchase coverage while under layoff status pursuant to COBRA regulations.

F. **Disability Retirement-Optional Insurance Benefits**

An eligible member of the bargaining unit on disability retirement leave shall be allowed to purchase vision and dental benefits pursuant to

COBRA rates for the_Cobra_Continuation Period. New COBRA enrollments shall be permitted during open enrollment periods. This provision shall include those already on disability leave.

3. **COBRA**

See Appendix L for continuation of benefit coverage under the COBRA regulations for eligible employees, spouses and dependents who are no longer eligible for coverage due to separation from employment, laid off, death, divorce or legal separation, retirement, dependent reaching age limitation, etc. (See attached COBRA language.)

Persons presently exercising their COBRA option will be provided with the opportunity to select one of three plans. Employees who access COBRA benefits after the effective date are required to maintain the plan in which they participate at the time of the COBRA event.

4. **Insurance Committee**

A. The Insurance Committee shall consist of six (6) members; three (3) appointed by the Superintendent and one each by TFT, AFSCME, and TAAP. This committee shall perform functions as required by this agreement to implement health care provisions. The administration represented by the Superintendent's three (3) appointments and the Unions represented by TFT, AFSCME, and TAAP shall each represent fifty percent (50%) of the committee.

B. Interest money from the self-insurance fund accrued during the life of this contract, shall be applied for benefits and/or increased medical costs as determined by the Insurance Committee.

C. The investment fund balance is determined by accumulating the monthly premiums less an amount set by the Insurance Committee necessary to maintain an adequate run-out balance, less paid claims and less ASO costs. Interest earnings are computed monthly and added to the investment fund balance.

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

LXI. GOOD FAITH

The Board's designated administrators agree not to establish or negotiate rules, procedures or policies which would in any way abrogate the agreed upon policies herein negotiated with the Federation.

LXII. DURATION, RENEWAL, NO STRIKE

This Agreement shall become effective as of **July 1, 2013,**, and the terms and conditions thereof shall be effective as provided herein and shall continue through **June 30, 2016**, provided that either party may provide the other party with 90 days' notice of its desire to renegotiate wages and benefits prior to the end of the second year of the agreement, i.e., prior to June 30, 2015, to be effective July 1, 2015.

This Agreement shall be automatically renewed as to both economic and non-economic issues for additional periods of one year unless either party shall notify the other party not later than **April 1** before expiration of its desire to modify or amend the Agreement. In the event that such notice is given, negotiations shall promptly commence at a mutually agreeable time and place prior to the termination dates as per ORC 4117.

No lockout of employees shall be instituted by the employer during the period ending **June 30, 2016**, and no strikes of any kind shall be caused or sanctioned by the Union during the same period except as a result of the reopener for salaries and benefits to be effective July 1, 2015,

APPENDIX A
STATEMENT OF GOALS AND PROCEDURES IN THE CREATION AND IMPLEMENTATION OF A PLAN TO INTEGRATE THE TOLEDO BOARD OF EDUCATION FACULTIES

The Toledo Board of Education (hereinafter "Board") and the Toledo Federation of Teachers (hereinafter "TFT") hereby adopt the following goals and procedures.

I. Goals

1. To insure continued compliance with Title VI of the Civil Rights Act of 1964 concerning minimum and maximum standards for racial integration of the faculty at each school building in the Toledo Public School System by September, 1978.
2. To insure continued compliance with Title VI of the Civil Rights Act of 1964 concerning an acceptable ratio between teachers with extensive teaching experience and teachers with lesser amounts of teaching experience at each school building in the Toledo Public School System not later than September, 1979.

II. Procedures

The TFT and the Board agree to the following procedures:

1. The TFT shall assist the Board in the negotiating process with the Department of Education (hereinafter DOE) regarding any changes required by DOE under Title VI of the Civil Rights Act of 1964 dealing with the assignment of faculties. A unified position shall be the goal of the parties.
2. The racial balance of faculties should take into consideration (1) the faculty composition of other school districts in the United States subject to DOE agreements adopted to integrate faculties and (2) the current status of faculty integration in the Toledo Public Schools.
3. No teacher shall be involuntarily reassigned until all reduced enrollment transfers, voluntary transfers, retirements and separations are first reviewed and acted upon in accordance with the procedures set out in the collective bargaining agreement. Thereafter, involuntary reassignments, may be made to achieve the goal established by this document.
4. "Seniority rights" are set forth in the existing contract shall be fully honored subject, however, to the provisions of this document.
5. Reduced enrollment transfer rights shall not be abridged at any time.
6. Teachers transferred will retain appeal rights in accordance with the grievance procedure as set forth in the existing contract subject, however, to the provisions of this document.
7. Any teachers transferred one school building to another under the provisions of this agreement will take with

them their "building seniority" as defined in the existing contract between the parties, and such seniority shall be recognized in the building into which the teacher is transferred, notwithstanding any provision in the existing contract to the contrary.

8. Teachers 55 years of age or over are exempt from involuntary transfer pursuant to this document unless there is no other alternative to achieve compliance with any DOE agreement. Regarding transfers, exempted persons under this section shall have preference over non-exempted persons without regard to seniority rights. If compliance can only be achieved by utilization of persons in the exempted status, then, in that event, seniority rights shall apply.
9. The Board and the TFT shall mutually agree in writing on all involuntary transfers. If the Board and the TFT cannot agree, the Superintendent of the Toledo Public Schools shall make the final determination subject to the existing contract between the parties and the provisions of this agreement. Appeals from the decision of the superintendent shall be subject to arbitration procedures in the collective bargaining agreement.
10. If at any time after the adoption of an agreement with DOE the Board and/or DOE desires to modify any portion of said agreement, the Board shall promptly notify the TFT in writing setting forth the facts and circumstances thought to justify modification and the substance of the proposed modification. In the event that written agreement to the proposed modification is refused or such written agreement is unreasonably withheld, the parties reserve all existing rights to obtain appropriate administrative, judicial, and other legal relief.

January 1, 1981

APPENDIX B
CHECKLIST FOR MANAGEMENT PROCEDURES FOR POTENTIAL ED REFERRALS

Student's Name _____
School _____
Room # _____
Teacher _____

.....

Step 1. Teacher request for assistance. Completes and submits Request For Assistance,PR-04/Evaluation,to building **IRT** chair or to principal if there is no IRT. If IRT requests assistance of the Behavior Specialist Program, the Behavior Specialist will issue a Behavior Evaluation Scale/BES and arrange an observation.
If there is no IRT and referral is made to the Behavior Specialist Program,the Behavior Specialist will issue a BES, and arrange an observation.
If no referral is made to the Behavior Specialist Program, a BES and an observation can be provided by the IRT or school psychologist in buildings without a IRT.
Received on _____

.....

Step 2. Conduct two classroom observations (the first to be completed within 10 days of above referral) using BES information.
Completed on _____
Person responsible for observation is _____
Name/Title _____
Does observation confirm referring behaviors? If yes, go to Step 4. If no, go to Step 3.
Person responsible for observation is _____
Name/Title _____
(The second observation does not have to be completed before interventions are implemented. It may be completed at anytime if it is determined that the student may be eligible for ED services as part of the ETR process.)

.....

Step 3. **In the event the behavior of concern is not observed in the 1st observation, repeat observations (within 5 days) may be made at alternative site and/or time.**
Completed on_____

.....

Step 4. Develop intervention plan with teacher on day of observation.
Completed on _____
Person responsible for developing and monitoring interventions:

.....

Step 5. Intervention I begins*
Date_____

Step 6. Intervention II begins
Date_____

.....

At this point interventions are monitored via the IRT or Behavior Specialist monitoring form. If intervention 1 fails, go to Step 7.

.....

Step7. Seek parent permission for Evaluation Team Report after completing the suspected Disability Section on the PR-04 and issue the medical form if the student fails week one of the second intervention. Obtain vision and hearing screening within 15 days.
Initial attempt _____
Additional attempts _____

.....

Step8. Complete ETR within a two week period following second intervention.
Scheduled for _____
Completed on _____

.....

Step 9. Conduct IEP meeting and assign services within thirty (30) days of ETR completion.
Scheduled for _____
Conducted on effective date _____

.....

*Interventions utilizing two different methods to modify the target behavior should be attempted for a minimum of three weeks each (a recommended minimum of six weeks of interventions) unless a IRT determination is made to go directly to ETR because the student is a danger to himself, others, major property, or presents a significant and chronic disruption to the education of other students.
The validity of interventions completed during or prior to the student referral are determined by the IRT. The principal, psychologist, and/or IRT will give priority to suspected ED students.

APPENDIX D
GRIEVANCE PROCEDURE

Definition

A grievance is any complaint brought by any member of the bargaining unit (tenure and/or non-tenure probationary teacher) or the Toledo Federation of Teachers where it is alleged that (1) there is a violation, misinterpretation, or misapplication of the provisions of these policies or of established policy or practice, or that (2) his/her health or safety is jeopardized by conditions which can be reasonably corrected by the employer. As used in this Article, the term teacher shall mean either an individual, a group of teachers having the same grievance, or the Toledo Federation of Teachers.

Informal Procedure

If conditions for a grievance occur, teachers and administrators are encouraged to maintain communications, however, should a grievance arise at a school, either the teacher with a grievance, or the Federation Building Representative, or both shall first discuss the matter with the principal or administrator concerned with the objective of resolving the matter informally.

FACTS TO INCLUDE

- When did the grievance occur?
- Where did the grievance occur?
- What happened?
- Why is this a grievance?
- All pertinent documentation.
- Clearly stated efforts to informally resolve the grievance.
- The contract sections violated (be precise).
- Solution sought.

PURPOSES OF GRIEVANCE PROCEDURE

- Establishes rights of employee through interpretation of contract.
- Protects rights clearly established under contract.
- Assures equal and fair treatment according to customary school practice.
- Provides systematic means of problem solution. Sets forth rational course for resolution of disagreement.
- Requires administrator and subordinate to assemble facts and logic to justify position.
- Requires administrator to justify action which protects employee from arbitrary action, ill temper and tendency of some supervisors to impose their irritation on subordinates.
- Can provide high echelon administrators with information about school conditions, staff morale, and quality of education.

APPENDIX E

School _____

Teacher _____

Department _____

Summer Phone No. _____

TEACHER ASSIGNMENT PREFERENCE FORM
SECONDARY EDUCATION - YEAR_____

Question No. 1 is not required of anyone to fill out, although it would be helpful to know which teachers will not be returning. This will provide school administration an opportunity to design a master schedule that will eliminate a lot of teacher reassignments later.

1. The following information will help us determine your teaching assignment.
   A. Remain at present school
   B. Transfer to another school
   C. Leave the school system
   D. Retire
   E. (Please specify)

2. List the subjects in which you are **licensed** to teach.
   A._____ D._____
   B._____ E._____
   C._____ F._____

3. List the subjects you prefer to teach, including study hall, in order of preference.
   A. _____ C. _____
   B. _____ D. _____

4. Indicate your grade level interests. _____

5. List system-wide seniority within the department through current school year (see definition of system-wide seniority).
   _____ years.

6. List degrees earned, including majors and minors.

	Major	Minor
B.S. or B.A.	_____	_____
M.A.	_____	_____
Other	_____	_____

7. Are you interested in having a student teacher? Yes _____ No _____
   A. When were you last assigned a student teacher? Year_____ Quarter_____

8. List current supplementary contract position(s) held.

_____

9. List the name of the specific club, class, activity and/or supplementary position you are interested in for the next school year.

_____

Upon completion return to your department chairperson or to the building
principal if there is no department chairperson.

_____

Building Principal Teacher Signature (Signature)

Date _____

APPENDIX F
ELEMENTARY TEACHING ASSIGNMENT PREFERENCE FORM

School _____Present Assignment _____
Teacher _____Revised _____ Yes _____No

I. Years Teaching in Toledo Public Schools in the Elementary Department

_____

II. SCHOOL YEAR PREFERENCING

Please mark below the grade level or area that represents your preference as a teaching assignment.

1. _____ I want to remain in the same grade level.
2. _____ My preference is to teach the following grade levels in the order listed.
   a._____
   b. _____
   c. _____
3. _____ I want to be considered for a split level grade should one be established. Specify the levels.

III. SUMMER PREFERENCING

(See Article IV, B. 1. f.)

If a vacancy occurs after the close of school in June and before the opening of the succeeding school year in the following grade levels, I want to be contacted. Contacts will be made by seniority until the position(s) is/are filled. (Check all that apply.)

K_____	3/4_____	6/7/8 (K-8 Schools)	_____
Pre-1st_____	4_____		
1_____	4/5_____	Math Pullout	_____
2_____	5 _____	Computer Lab	_____
3_____	5/6_____	In-class Model-grade(s)	_____
	6 _____	Math Specialist	_____

Summer Phone Numbers:_____
_____
_____

IV. SUPPLEMENTARY ASSIGNMENTS:

_____ Safety Guard Supervisor
_____ Chess Club Advisor
_____ Conflict Mediation
_____ Intramural Instructor

V. HOMEROOM PREFERENCE _____

Signature_____ _____

Date

2009

APPENDIX G
FOUR YEAR CONTRACT
EVALUATION FORM

All teachers serving in their fourth year of a four year limited contract will be evaluated. Acopy of the completed evaluation form must be on file in the Human Resources Office, Room 104, on or before March 20. The following teacher is employed under a limited contract which expires in June.

Name _____

Grade/Subject_____

School_____Date_____

I. FOCUS OF TEACHING & LEARNING High Low

Standard I: Students

A. Skilled in Developing Good Work Sudy Skills

B. Effective Interaction with Pupils

Standard 2: Content

A. Skill in Motivating Techniques

B. Knowledge of Subject

Standard 3: Assessment

A. Skill in Assessment and Evaluation

Standard 4: Instruction

A. Skill in Planning

B. Skill in Making Assignments

C. Resourceful Use of Instructional Materials & Tech.

D. Skill in Questioning Techniques

E. Ability to Recognize & Provide Individual Differences

II.CONDITIONS FOR TEACHING & LEARNING High Low

Standard 5: Learning Environment

A. Effective Classroom Facilitation & Control

B. Efficient Classroom Routine

C. Reasonable Fair & Impartial in Dealing with Students

D. Confidence and Stability

E. Accepts Responsibility both Inside & Outside the classroom

III. TEACHING AS A PROFESSION High Low

Standard 6: Collaboration and Communication

A. Oral and Written Communication Skills

B. Speech, Articulation & Voice Control

C. Cooperative Approach Toward Parents & School Personnel

Standard 7: Professional Responsibility and Growth

A. Shows a Genuine Interest in Teaching

B. Personal Appearanc

C. Skill in Adapting to change

D. Adheres to Accepted Policies & Procedures of TPS

E. Punctual and Regular in Attendance

(IF NECESSARY, USE REVERSE SIDE FOR ADDITIONAL COMMENTS)

RECOMMENDED FOR A FOUR YEAR CONTRACT

_____YES _____NO

_____ _____

Teacher's Signature Principal's Signature

Copy to: Assistant Superintendent, K-12 Learning Community
Principal
Teacher
Office of Human Resources

APPENDIX H
GUIDELINES FOR BEHAVIOR INTERVENTION CLASSES (BIC)

A. Policy and Procedures:

Success of this intervention program is dependent upon meeting the unique needs of the individual schools involved. To facilitate this individualization, policies and procedures of each school should be reviewed, adjusted and implemented as a joint effort of the school's administration and building committee.

1. Suspension from school should be reserved for seriously disruptive student behavior.
2. Behavior Intervention Classes shall give priority to less serious inappropriate student behavior such as: habitual tardiness, excessive unexcused absence, habitual truancies or irregularities, accumulation of demerits, failure to bring supplies, smoking, failure to follow directions and other minor offenses not specified in the discipline code. Behavior Intervention Classes shall not be used in lieu of suspension for other offenses or categories listed in the Toledo Public Schools Discipline Code.
3. This program is structured to supplement, not replace, the existing city-wide discipline code.
4. While assigned to a BIC, students will not be marked absent from school. Teacher records should reflect the absence from individual classes with an appropriate symbol which simultaneously reflects their presence in the BIC. (Example: A/B Absent/Behavior Intervention Class)
5. Teachers may, at their discretion, provide assignments to a BIC student, when it is practical to do so. Teachers may accept completed work, including tests, for credit.
6. Semester exams will be administered by the teachers of record in the regular classroom setting. Time spent taking final exams will be made up in the BIC.
7. The Behavior Intervention Class in each school should meet the following facility requirements:
   a. A maximum enrollment shall be twenty-five (25) students for existing senior high school Behavior Intervention Centers and fifteen (15) students for elementary Behavior Intervention Centers. The classroom shall be a well-lighted, ventilated room which can reasonably accommodate this number of students.
   b. Be situated near the deans' offices where possible.
   c. Have tables, chairs, study carrels, and appropriate resource materials.
   d. Have access to a telephone for direct, urgent, and essential communication with teachers, deans, administrators, counselors, and parents.
8. Following the first week of school,

. BIC will be open every period. BIC teachers have the

right to a daily planning period and lunch just as a general education teacher. In the event, loss of planning time will result in compensation at 1/6 the starting B,A. salary (Paid Planning). However, the teacher will not be obligated to surrender his/her planning.

9. Students may be assigned to the BIC for a period of time designated, for a single period, or for the entire school day.
10. Pre-placement and exit conferences, and follow-up should be an integral part of each BIC program.
11. Student contracts should be an integral part of each BIC program.
12. A core academic curriculum shall be developed for implementation in each Behavior Intervention Center to provide instruction and remediation in state proficiency subject areas. Additionally, a social skills curriculum shall be developed for implementation in each Behavior Intervention Center. BIC teachers will be provided information regarding the school's proficiency data report. All BIC teachers will be required to implement the proficiency and social skills curriculum and shall receive initial professional development and periodic inservice regarding this curriculum.

B. Rules for the BIC:

1. Students are to report to the BIC with textbooks and material appropriate for the term of their assignment.
2. Talking or sleeping will not be permitted.
3. Designated times for restroom privileges will be established by the center specialist and will not be given during the change of classes.
4. Students will eat lunch in the cafeteria during the time no other students are eating.
5. Students are expected to work on class assignments. Remedial work may be assigned by the specialist if the student has shown difficulty in reading or math.
6. No candy or food of any kind will be allowed in the center.
7. Days of absence from school do not count toward completion of days assigned to the center.
8. Students assigned to the BIC for more than one period a day will not participate in any school activities such as assemblies, plays, athletics, or any extra-curricular activities during and after school.
9. Failure to comply with these rules will result in one or more of the following actions:
   a. Parent/Student/Dean/Teacher conference, or;
   b. Additional days in the BIC, or;
   c. Out-of-School suspension.

C. Application and Selection Process

1. The skills and competencies of the BIC resource specialist will largely determine the success of the BIC program as a positive alternative to suspension. Thus, extreme care in the selection of BIC personnel must be exercised.

2. All applicants meeting minimum qualifications will be scheduled for an interview.
3. Although a BIC specialist may be assigned responsibilities for extra-curricular activities, the primary criterion for employment should be placed upon the potential effectiveness of the applicant as a BIC resource specialist.
4. Planning time for BIC specialists and substitutes during periods of absence of the specialists will be provided by certificated personnel and will be arranged in a manner most amenable to the schedule of the individual schools involved.

D. Staff Development during the year will focus upon:

1. Providing a forum for school and BIC personnel to share experiences and resolve mutual problems.
2. Structuring a realistic and meaningful evaluation program.
3. Reconciling significant differences with a goal of creating a more uniform and effective program.
4. Needs identified by the BIC specialists.

E.1. The Federation and Board shall mutually select:

a) proficiency instruction/remediation/tutoring curriculum package

b social skills training program package/instructional videos

2. Packaged student materials shall be provided for each student assigned to BIC and teacher guides/manuals shall be provided to each BIC teacher.
3. Each BIC teacher shall be provided an additional $200 annually for purchase of remedial/tutorial materials and supplies.
4. <u>All current BIC teachers shall be provided a minimum of two (2) work days of professional development in-service days. The in-service days are</u> for the purpose of selecting curriculum packages and receiving implementation training. <u>The first in-service day will be held in September and the 2nd in-service day will be in January. The Board will make every effort to schedule the 2nd in-service day during the week of high school exams.</u> Scheduling of planning and in-service shall be mutually agreed to by the Federation and Board. <u>The development and scheduling of in-service days shall be mutually developed by the Federation and Board.</u>
5. At the beginning of the 1998-99 school year and at the beginning of each school year thereafter, BIC teachers shall be provided two (2) days of in-service during the school day. The first day of the school year shall not be used for this purpose. BIC teachers will have one (1) day of in-service during the school day at the beginning of the second semester each school year. Scheduling of in-service shall be mutually agreed to by the Federation and Board.
6. Planning/in-service agendas shall be mutually agreed to by the Federation and Board.

7. Any modifications to the BIC program, including curriculum selection and implementation, shall be mutually agreed to by the Federation and Board.
8. Curriculum packages shall not be implemented until all materials are provided for teacher and students and all initial in-service is provided.

Revised, July 2014

APPENDIX I

TO: All Division Heads, Executive Directors and State and Federal Program Directors
FROM: R. A. Working, Asst. Supt., Planning and Evaluation
DATE: June 24, 1980
RE: Negotiated Agreement — Item 7 - Page 11
"The Federation shall be consulted before any new educational programs are initiated or adopted. Such initiations or changes shall be developed cooperatively".

Although the above agreement has been in effect since April 28, 1978, clear-cut procedural steps to implement this agreement have not been developed or promulgated. It is, therefore, the purpose of this memorandum to outline procedural steps which will carry out the referenced provision of the TFT agreement.

The following steps will constitute acceptable implementation procedures.

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

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

APPENDIX J
GUIDELINES FOR CALLING LAID OFF EMPLOYEES FOR SUBSTITUTE WORK
Effective 11/24/80

I. Teachers with Suspended Contracts and 120 Day Substitutes

A. They are to be offered substitute work within their fields of certification. Refusal of work within their fields of certification must be properly documented. The call must be made one day before the available assignment, otherwise no record should be made.

B. If they wish to accept substitute work outside their field of certification they may do so with approval. However, if they refuse an assignment offered to them outside of their field of certification no record of this will be passed along to our actuary.

C. Once they are placed in an assignment, they will be notified of their assignment for the following day before they leave the building that day.

II. 60 Day and Other Daily Substitutes

A. These persons will be offered assignments after all persons in Section I, have been offered work. (By field of certification)

B. They will be offered work according to the established procedures. General record keeping procedures will be followed.

C. In cases where employees cannot be contacted by phone, certified letters will be sent to notify them of the offer of work.

APPENDIX K
MEMORANDUM OF UNDERSTANDING
BETWEEN
TOLEDO BOARD OF EDUCATION
AND
TOLEDO FEDERATION OF TEACHERS

RE: Ohio School Facilities Commission Master Facilities Plan – School Closings and Transitions

As the Ohio School Facilities Commission/Toledo Public Schools Master Facilities Plan is implemented, the following will apply regarding teachers (including specialists) and paraprofessionals:

- Whose school is closed while a new school is constructed
- Whose school is closed and relocated to a new site
- Whose school is closed and staff is assigned to another school

Teachers (including specialists) and paraprofessionals* will be compensated at their personal daily (teachers) or hourly (paraprofessionals) rate of pay as follows:

- Two days at the closing/sending/ relocating school for disassembly, packing, and labeling all materials, and labeling all equipment and furniture.
- Two days at the receiving and/or assigned school (including swing space) for unpacking, assembly, set-up, and organization of all classroom materials.
- Two days at the receiving/new OSFC school for unpacking, assembly, set- up, and organization of all classroom materials.

The parties agree to an additional two days for unpacking, assembly, set-up, and organization of all classroom materials and equipment in preparation for a district-scheduled dedication ceremony for the opening of a new school. These additional days are conditional on a teacher or paraprofessional* using this third and fourth day, and the two referenced in the third bullet, above, prior to the date of the dedication ceremony. The intent of the parties is to support teachers and paraprofessionals in preparing their classrooms for dedication ceremonies to which parents and other citizens, Toledo Public Schools employees, and community leaders are invited.

*One paraprofessional shall assist the classroom teacher to whom he/she is assigned in packing and/or unpacking materials on one of the days that the teacher elects to complete the packing and/or unpacking. The principal may elect to use additional paraprofessionals assigned to a teacher and additional days allotted to paraprofessionals in this Memorandum of Understanding to assist in the packing/ unpacking of materials for other teachers at the school.

June 29, 2006

APPENDIX L
COBRA

Pursuant to 4117.10(A) and in lieu of the requirements of ORC 3313.202 and ORC 3923.28, it is hereby provided that, effective June 16, 1988, Title XXII of the Public Health Service Act, 42 U.S.C. #201, et seq., solely, shall specify the Board's obligations to offer continuation of group health care benefits to covered employees and their qualified beneficiaries, as those terms are defined in the Public Health Service Act. Additionally, the parties agree that the Board's obligation to carry employees on its payroll records under ORC 3313.202, or the terms of this agreement, as it pertains to group life or any insurance other than group health care benefits covered by the Public Health Service Act, shall be limited to the length of time permitted by the Board's insurance carrier(s) or twelve (12) months, whichever is less.

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

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

APPENDIX M
Allocations For Safety Apparel And Equipment For Career Technology Teachers

Group 1: $ 66.00 ($125 effective 8-1-09)
Group 2: $ 132.00 ($200 effective 8-1-09)

Group 1:
- Animal Care
- Appliance Repair
- Computer Networking
- Cosmetology
- Culinary Arts
- Electronics
- Floriculture
- Graphics Printing
- Medical Technologies
- Modular Technologies

Group 2:
- Auto body
- Automotive
- Aviation
- Carpentry
- Construction
- Electrical Trades
- Heating & Air
- Manufacturing Engineering
- Metals
- Natural Resources
- Precision Machining
- Telecommunications
- Turf & Landscape
- Woods

Revised: May 2008

APPENDIX N
SELECTION OF POTENTIALLY CONTROVERSIAL MATERIALS

In selecting materials on potentially controversial topics, the following criteria are given consideration:

1. The materials on controversial issues should be representative of various points of view and a sincere effort shall be made to select equally representative materials covering contrasting points of view.
2. The material does not unfairly, inaccurately or viciously disparage a particular race or religion. A writer's expression of a certain viewpoint is not to be considered a disparagement when it represents the historical or contemporary views held by some persons or groups.
3. The materials on religion are chosen to explain rather than convince and are selected to represent the field as widely as necessary for the school purposes.
4. The selection of materials on political theories and ideologies, or on public issues is directed toward maintaining a balanced collection representing various views.
5. Materials on physiology, physical maturation or personal hygiene should be accurate and in good taste.
6. Materials should be selected for their strengths rather than rejected for their weaknesses.

CITIZENS CHALLENGE OF MATERIALS

Occasionally objection to textbooks, supplementary materials, and library books will be made by individuals despite the care taken to select valuable and appropriate materials. In order to provide for an orderly challenge process, the following procedure is to be followed: The staff member receiving the complaint should be courteous, but make no commitments concerning the materials, and invite the complainant to file his objections in writing. Such complaints are to be submitted on the challenge form through the building principal to the Executive Director for Curriculum. The Executive Director for Curriculum, upon receipt of the challenge form, will assign the challenge to the Director of School Media Services or curriculum director who will convene and chair an ad hoc Materials Review Committee. Membership on this committee may consist of but not be limited to the:

1. Principal or Assistant Principal for Instruction of the school where the complaint originated.
2. Four teacher representatives of the subject or grade level in which the materials are used.
3. A school librarian.
4. Parent representative appointed by P.T.A.
5. Members of the textbook selection committee.

Each committee member evaluates the challenged instructional material and submits his evaluation in writing to the chairman within 15 days.

Upon receiving the evaluations, the chairman prepares a summary of the evaluations and schedules a meeting with the committee to

review the summary. The individual or group who challenged the material will be invited to attend the review.

Subsequent to the meeting the committee forwards its recommendations to the Executive Director for Curriculum. If the challenger is not satisfied with the recommendations of the committee, he may appeal to the Executive Director for Curriculum.

If the complainant objects to his son or daughter reading or discussing the material in the classroom, the student may be provided an alternate choice.

Material that has been challenged and reviewed may not be rechallenged until one calendar year after the recommendation of the ad hoc committee is forwarded to the Executive Director for Curriculum.

APPENDIX O
MEMORANDUM OF UNDERSTANDING
TO THE COLLECTIVE
BARGAINING AGREEMENT
BETWEEN
THE TOLEDO BOARD OF EDUCATION
AND
THE TOLEDO FEDERATION
OF TEACHERS

The Board and the Federation hereby agree that:

The procedures for the evaluation of teachers employed under limited contracts, the employment and reemployment of such teachers, and the nonrenewal of limited contracts, as set forth in the current collective bargaining agreement, and by the intern-intervention program, and established practices thereunder, shall supersede the provisions of Ohio Revised Code Sections 3319.11 and 3319.111, as revised by 1988 Ohio House Bill 330, in their entirety.

APPENDIX P
JURY DUTY PROCEDURES

1. Report your call to jury duty to the principal or to your supervisor or whomever obtains a substitute for you.
2. Submit a copy of your summons to the principal or supervisor.
3. File an ADR (Absence Data Record) card and attach the copy of the summons and a copy of the check stub from the court (payment for your appearance).
4. Obtain a letter from the court to substantiate your appearance if you are released early on any day of your required appearance.
5. Substitutes are obtained for the entire day unless a shorter period is known in advance.

APPENDIX Q

TOLEDO PUBLIC SCHOOLS

TOLEDO FEDERATION OF TEACHERS

THE TOLEDO PLAN

INTERN-INTERVENTION-EVALUATION

1. The Federation building committee, or the Principal, or both, may recommend a performance review for non-probationary teachers if there is supportive evidence that assistance or intervention is needed.
2. The initiating party at the school must notify the other party (committee or Principal) if an informal observation is to be used to gather documentation for the recommendation.
   If the building committee is the initiating party, it may choose to call an Intern Consulting Teacher or ask the Principal to make the informal observation.
3. The party initiating the recommendation must inform the Assistant Superintendent of Human Resources or the Federation President who, in turn, will notify each other. The party recommending the performance review must submit, on a Performance Review for Assistance form or a Performance Review for Intervention form provided by the Intern Board of Review, a written explanation for the recommendation along with any supporting documentation. If there is not a joint recommendation at the school, the other party identified in paragraph 1, above, must also be notified.
4. An Intern Consulting Teacher will be assigned by the rotating chair of the Intern Board of Review. The Intern Consulting Teacher will meet with the Principal and Federation Building Representative to review the written recommendation for performance review. The Intern Consulting Teacher will then conduct up to two (2) unannounced performance observations of the teacher. Additional observations may be directed by the Intern Board of Review.
   The Intern Consultant's report will be written and copies provided to the Principal, the Building Representative, the Assistant Superintendent for Curriculum and Instruction and the Federation President. The Intern Consulting Teacher will meet with the Principal and Building Representative to discuss the written report.
5. In the written report, the Intern Consulting Teacher must recommend either:
   a) to assign the teacher to the School Consultation Program with reports on progress to the Principal, Building Representative, and the Intern Board of Review.
   b) to assign a teacher referred for assistance to the School Consultation Program or to a TRACS 2, 3 or 4 teacher with reports on progress to the principal, building representative, and the Intern Board of Review. TRACS 2, 3, or 4 teachers available for such assignment will be determined by the Professional Assignment and Alternative Compensation Committee (PAC).
   c) a consultant may require that a teacher as signed to

intervention or assistance attend a TPS Professional Development Module.

d) to place the teacher in the formal intervention program; or,

e) state that no further assistance is necessary.

6. The Intern Consulting Teacher's written recommendation will be presented to the Intern Board of Review. The Intern Consulting Teacher, Principal, and Federation Building Representative will have the opportunity to address the Board.

   Thereafter, the Intern Board of Review, by a majority vote of five (5) of the nine (9) members, may vote to accept or reject the Intern Consulting Teacher's recommendation. The Intern Board of Review may, by consensus, recommend other agreed upon alternatives.

7. As set forth in The Toledo Plan, if intervention is recommended by the Intern Board of Review, the teacher may file an appeal of the process within five (5) days of notification of placement in intervention to an impartial arbitrator. If the impartial arbitrator determines that procedures have been correctly followed and that intervention is the proper program, intervention will proceed.

8. Confidentiality will be maintained at the school and at the Intern Board of Review. Confidentially procedures will be mutually developed by the Board and Federation.

9. ADR cards, leave notifications, etc., will be processed through the office of the Assistant Superintendent of Human Resources. Day to day assignments and performance of Intern Consulting Teachers are the responsibility of the Chair and Co-Chair of the Intern Board Review.

10. The parties to the agreement commit to recruiting a diverse complement of Intern Consulting Teachers.

11. Contract language and provisions of The Toledo Plan shall remain in effect except as modified herein. The parties will update the provisions of The Toledo Plan to reflect the terms of this Memorandum of Understanding.

APPENDIX R
MEMORANDUM OF UNDERSTANDING
CONTINUOUS BUILDING
SUBSTITUTES

It is agreed by and between the undersigned that the following will be applied only to continuous building substitutes. Terms set forth in the *Collective Bargaining Agreements* will not be invalidated by this agreement.

1. Continuous building substitutes who hold a four year degree and are pursuing an education degree will be granted unpaid leave to complete the requirements for certification.
2. The leave will be granted for classroom field experience and student teaching.
3. Continuous building substitutes must give written notice to the Human Resources Office ten days prior to the commencement of the unpaid leave.
4. Continuous building substitutes who qualify for this leave will retain all contractual rights and benefits.
5. The unpaid leave days cited in #2 shall not be used in the calculation of days of service for placement on the priority hiring list; otherwise, service shall be considered continuous. (Example: If a continuous building substitute has 90 days of service and begins an unpaid leave, then, upon the return to work the count will resume at day number 91.)
6. Continuous building substitutes who use the unpaid leave policy will, upon completion of their education degree, agree to continue employment with Toledo Public Schools for a period of not less than three years. Continuous building substitutes shall sign an agreement to work for this period. A copy will be placed in the personnel file and a copy given to the Toledo Federation of Teachers.

November 21, 1996

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

The Board and the Federation agree that the district's student discipline practices and procedures must be improved and must support student instruction. Uniform enforcement of the discipline code will be a priority. To that end, the following actions will be taken:

1. The deputy superintendent, or his/her designee, will conduct a workshop involving all hearing officers, principals, deans and Federation building committees on the topic of the discipline issues contained in this memorandum, and the existing student discipline code, within five weeks of contract ratification.
2. The Board will adopt a Pupil Personnel Center discipline case reporting/disposition form for all disciplinary incidents referred to the center. The form will provide the following information for the referring school:
   a. brief summary of the teacher's description concerning the incident
   b. specify the charge(s) of the building administrator at the hearing
   c. disposition of the case by the hearing officer
   d. indicate if the disposition was consistent with the code; if not, why?

   This case/disposition may be appealed by the Federation to a joint committee of Board and Federation appointees not to exceed six (6) in number, with equal representation of administrators and teachers, who shall have the authority to issue an advisory directive about future cases that are similar based on the principles of consistency, compliance and performance as is the stated purpose of this memorandum.
3. The Board will establish for implementation at the opening of the 1998-99 school year the following guideline expectations for each school:
   a. the number of tardiness interruptions permitted before disciplinary measures are required
   b. a list of authorized school events which may interrupt instruction
   c. the number of absences which would then trigger use of a "failure due to excessive absence" designation on grade cards.
4. Each school will then develop and annually review an action plan as it relates to student discipline. The plan will be developed by the principal, Federation building committee and up to two (2) parents. One parent shall be designated by the principal and one parent shall be designated by the Federation building committee. These parents shall have a student enrolled at the school. Each plan shall specify the following:
   a. the number of tardiness events permitted before

assignment to the BIC and/or suspension if higher or lower than specified in 3-**a**, above

b. a list of authorized events which may interrupt instruction if greater or lesser than 3-**b**, above

c. the number of absences which would trigger the "failure due to excessive absences" designation on grade cards if fewer than 3-**c**, above

d. the school's policy regarding demerits and detentions.

These school plans will be reviewed by the committee of Board-Federation appointees described in 2, above. Changes may be recommended by this committee.

The implementation date will be the opening of school in September, 1998. Should a principal or a building committee believe that the building is not adequately implementing its action plan, the principal or building representative may request review of the situation first by the Assistant Superintendent. After such review, if either believes progress is not being made, they may request review of the situation by the committee identified in paragraph 2, above.

5. Effective September, 1998, the Board will establish as a pilot project one (1) pupil personnel center which shall have the following personnel attached to it:

   a. one visiting teacher and/or social worker

   b. one magistrate for attendance cases who will be employed by the Board (or cost shared with the court) and who will work closely with the juvenile court.

   The Federation and Board will evaluate this pilot annually and, at the conclusion of the 2000-2001 school year, will determine its continuation**,** expansion or closure.

6. Students who are expelled for bringing a gun onto school property or to any school function, and students who are expelled for assaulting any teacher, shall receive the maximum expulsion permitted under the Toledo Board of Education City-Wide Discipline Code.

   Once the expulsion is issued and, after all student due process appeals have been exhausted, the Board will not alter the length of the expulsion. Any teacher who disagrees with the Pupil Personnel findings regarding a student accused of bringing a gun onto school property or to any school function or assaulting any teacher may request that the circumstances be reviewed by the committee of Board/ Federation appointees described in 2, above.

7. The Toledo Federation of Teachers will participate, together with the administration of Toledo Public Schools in the discussions that are now (2013) ongoing with federal agencies concerning student discipline policies and practices. The federal agencies are focused on reducing out-of-school suspensions, especially those that evidence a pattern of disparate impact for racial and ethnic minorities, and reducing the incidents of referrals to the juvenile justice system. Several provisions of the TFT contract address student discipline issues. In the event proposed federal

remedies impact language in the TFT collective bargaining agreement, the parties will engage in negotiations concerning those issues in an effort to arrive at a solution agreeable to all concerned. By agreeing to engage in those negatiations, TFT does not commit to making any specific changes in the TFT contract. The discussions will include TFT's request that the District establish an alternative school.

APPENDIX T
MEMORANDUM OF UNDERSTANDING
ALTERNATIVE PROGRAMMING

1. BIC programs are those intervention programs developed within a single school under Appendix H of the parties Collective Bargaining Agreement.
2. As of February, 1998, BIC programs developed under Appendix H have been established in all senior high schools. The BIC teachers in these programs are eligible for the thirty (30) hour in-service identified in paragraph 4 of the February 10, 1998, letter agreed to between the Board and TFT.
3. The alternative programming is to be implemented no later than September, 1999. Existing BIC programs identified in paragraph 2, above, or new BIC programs developed under Appendix H of the Collective Bargaining Agreement are not considered alternative programming for purposes of this provision.

   The programming will be mutually agreed to by the School Improvement Leader; a TFT representative; a TAAP representative; and principals and the TFT building representatives from the feeder pattern. The Board and TFT may each appoint a parent of a student from the feeder pattern to this committee. The Federation and the Board will evaluate the program annually and determine its continuation, modification or closure.
4. Wages, hours, terms and other conditions of employment in alternative programming affecting teachers and/or paraprofessionals shall be negotiated between the Federation and the Board, only.
5. The Board of Education remains committed to review strategies in addition to those described herein to improve student discipline and attendance. Any strategies developed which affect wages, hours, terms, and other conditions of employment of teachers, and/or paraprofessionals shall be negotiated between the Federation and the Board, only.

APPENDIX U
MEMORANDUM OF UNDERSTANDING AND REIMBURSEMENT FOR TEACHERS REASSIGNED UNDER ARTICLE I F 2

The Board and Federation agree the Federation will reimburse the Board for the costs identified herein for any teacher reassigned for the purposes identified in Article I F 2 who continues to be compensated through the Board's payroll system.

The Federation will be responsible to reimburse the Board for the cost of the reassigned teacher's:

1. Salary
2. Workers' compensation
3. Unemployment compensation
4. Health and life insurance[1]
   a. medical
   b. prescription drug
   c. dental
   d. vision
   e. life insurance
5. Severance pay[2]
6. Medicare, if applicable.

The Board will remain responsible for the Employer's share of the STRS contribution.

The Federation will also reimburse any future payroll expenses imposed by law or agreed to by the parties under the collective bargaining agreement.

This memorandum will be attached to the parties' collective bargaining agreement and will be in effect for the term of that agreement.

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[1]The cost of insurance coverages to be reimbursed will be based upon the actual premium cost charged to the Board by the carrier or, if self-insured, will be based upon the rate established by the Insurance Committee for funding of the coverage.

[2]Reimbursement for severance pay will be determined as follows:

Commencing with the effective date of this Agreement, a teacher reassigned under Article I F 2, shall have their current sick leave balance identified.

At the time of payment of severance sick leave accrued prior to the teacher being reassigned under Article I F 2 will not be subject to reimbursement. Only sick leave accrued after the teacher has been reassigned will be subject to reimbursement. For
purposes of this memorandum, a teacher on reassignment will utilize accrued sick time on a first in, last out basis.

For example, if the reassigned teacher had accrued 370 days of sick leave prior to reassignment and subsequently retires while on reassignment, no reimbursement would occur.

If the reassigned teacher had accrued 250 days of sick leave prior to reassignment, and subsequently accrues 50 sick days after reassignment, for a total of 300 sick days, TFT would reimburse the cost of the 50 sick days paid as severance, only.

All sick leave days accumulated prior to the reassignment and paid as severance to a retiring teacher are not subject to reimbursement. All sick leave days earned after reassignment and paid as part of a severance retirement package shall be reimbursed by the TFT to the Board at the time of payment. The parties agree to use the first in, last out (FILO) method for determining the method of reimbursement to the Board in making said calculation.

Nothing in this Agreement will be binding on the parties as it relates to any prior arrangements regarding the subject matter of this Agreement.

APPENDIX V
GUIDELINES FOR
INTERVENTION RESPONSE TEAMS (IRT)
PURPOSE

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

IRTs will:

1. Provide academic and/or behavioral interventions for students who are experiencing learning problems. All referrals (completed teacher and/or parent Request for Assistance/Evaluation PR-04 will be submitted to the IRT for disposition.

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

Membership

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

It is strongly recommended that elementary IRTs include as core teacher members at least one teacher from the primary ~~(1-3)~~ grade level and one from intermediate ~~(4-6)~~ level, as well as a special education teacher when available. It is recommended that senior high level core

team teacher members of IRTs should include teachers from various subject areas as well as a special education teacher when available.

Elementary school buildings with an enrollment over 600 students may apply for additional teacher members to serve on their IRT: one additional teacher member for every 100 students over 600. A request from the Building Representative and Principal to the IRT Standing Committee prior to April 30th of the preceding school year would be required.

Member selections will occur in May for the succeeding school year. The Building Representative will notify all teachers of the availability of positions and solicit applications. The teacher members of the IRT are selected by the TFT Building Committee. IRT teacher members may serve a maximum of five consecutive years, at which time one teacher will be rotated off of team membership. In the event that more than one teacher member has served five (5) consecutive years, a tie breaker will be used (as determined by lot or another method determined by a school's Federation building committee). A former IRT teacher member may reapply two years after rotating out. Teacher members may be replaced at the discretion of the building committee, following consultation with the IRT and TFT members serving on the IRT Standing Committee.

A IRT chairperson will be elected in May for the succeeding school year by a consensus of IRT members (teachers appointed for the succeeding school year, the Building Principal, the psychologist). The Building Rep will conduct this election. Self-nominations must be submitted to the Building Rep at least 3 days prior to the announced election date. Teacher members will have the first option of serving as chairperson. Only one chairperson shall be designated. Co-chairs will not be recognized, nor can the chair stipend be shared.

Service Delivery Models

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

Professional Development

One day per month may be used for IRT activities where subs are needed. Time spent before or after contract time is at the discretion of the team. IRT members will be provided release time in-service opportunities

consisting of 1/2 to 1 day per year. Topics and presenters will be determined based upon feedback from IRTs and feeder pattern in-services jointly developed by the standing IRT committee comprised of representatives from Administration, TAAP, and TFT. District wide in-services and initial IRT training will be jointly developed by the standing IRT committee. All IRT members will be encouraged to attend these inservice sessions. IRT professional development may be submitted for contact hours to the LPDC.

Application

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

APPENDIX W
SCHOOL IMPROVEMENT PLANS

1. **SCHOOL DISTRICT GOALS**

The Toledo Board of Education will annually adopt goals for the school district. A Goals Committee will be established for the purpose of collaboratively developing goals which will be presented to the Board of Education for adoption. The Committee will include a member of the Board of Education, representatives of the Toledo Federation of Teachers, school management, parents, and community. Federation and management representation will be equal. Parent representation will be mutually agreed to by the Federation and Board or each will appoint an equal number of parents. Community representation will include equal representation from labor and other sectors.

The Goals Committee will conduct a public hearing to receive testimony.

The Board of Education will allocate funds to support implementation of district goals at the building level.

2. **INDIVIDUAL SCHOOL BUILDING GOALS**

It will be the responsibility of each school to develop a School Improvement Plan to address the goals established by the Board of Education and needs identified at the buildings. The plan will be developed by the principal, Federation building committee and up to two parents — one parent designated by the principal, and one parent designated by the Federation building committee. The plan will be reviewed and updated annually.

The plan will be submitted to the area Assistant Superintendent and to the Federation.

Two administrators and two Federation designees will review the plan for implementation. Through a needs assessment, which includes parental input, each school should identify areas, items, or projects that need improvement or development if academic achievement is to increase. Based on this assessment, School Improvement Plans should contain strategies and suggested resources to carry out the plan. Recommended staff development activities that address the identified needs will be included in the plan. Teachers will also complete an individual needs assessment to identify training and resources which are needed to meet building goals. The principal and building committee will review each teacher's completed needs assessment and may direct the teacher to resubmit a modified or amended document to better address building goals. A budget will be allocated to each site to fund plan activities.

3. **TEACHER PROFESSIONAL DEVELOPMENT PLANS**

Teachers will present a professional development plan to the Toledo Public Schools Local Professional Development Committee as required by Ohio Department of Education Teacher Education and Licensure Standards. The plan will include activities which are based on the needs of the teacher and students. Plans will be at least partially based on identified goals of the school and school district.

APPENDIX X
TOLEDO PUBLIC SCHOOLS
TOLEDO FEDERATION OF TEACHERS
MEMORANDUM OF UNDERSTANDING

The Board and Federation recognize the need for improved communication and better understanding of each other's concerns. We have never been faced with more important challenges than we are today. In order to meet these challenges, we must adjust to the fundamental changes that have occurred in education and our society, and their impact on our employees, students and their families, the union, the management, and our community. Our ultimate success depends on improving student achievement. This joint statement of commitment represents the parties' pledge to work together to create an atmosphere which will provide for mutual growth in our relationship. Together we will be prepared to meet the challenges of the future and improve the educational opportunities for our students.

In addition, the parties recognize the need for resolving mutual problems and concerns as they arise. Both parties agree in principle that an ongoing problem solving process is necessary and each is committed to achieving mutually established goals and objectives to that end.

To formalize the implementation of this memorandum, the wages, hours, terms, and conditions of employment as set forth in this collective bargaining Agreement shall continue to remain in effect and will be changed or modified on an ongoing basis with the mutual consent of the parties The parties recognize that creativity, flexibility, and cooperation are required to make needed improvement in the Toledo Public Schools. To this end, the parties agree to establish a Labor-Management Committee which will include up to two representatives each from labor and management from the private sector to assist the parties to attain their mutual goals.

APPENDIX Y
GUIDELINES FOR CROSS-CATEGORICAL SPECIAL EDUCATION CLASSES

1. Cross-Categorical Special Education classes will be only one part of the TPS continuum of special education services. Self-contained, resources, **and** in-class support will continue to be an integral part of the continuum. These cross-categorical classes will be CCSE self-contained or CCSE resource.
2. CCSE classes may be developed to provide cross-categorical resource services and encourage collaboration between regular and special educators.
   Cross-categorical classes will be implemented to provide services to identified special education students with mild/moderate academic disabilities as determined by the individual education plan
3. Teachers certified in any of the identified disabilities being served or holding the required license in a cross-categorical class may bid on that class .
4. Students whose behavior is a primary consideration in their disability should not be considered for placement in cross-categorical classes not specifically designed to meet their needs.
5. All CCSE resource classes will be provided with a para-professional and work with no more than four (4) levels.
6. CCSE resource teachers must have common planning time scheduled with general education teachers serving the same students not to exceed planning times as outlined in Article IV , G-7 and G-11.

APPENDIX Z

Toledo Public Schools
Elementary Education Teacher Core Inventory
Reference: Article V (A)

Teacher Name_____ Date _____
School _____ Room # _____
Grade Level/Subject _____ Principal _____

Qty.	Stock#	Description	Unit Price	Total
		Blank Chart Paper		
		Chalk/Dry Erase Markers		
		Classroom Number Line		
		Clock		
		Construction Paper		
		Crayons		
		Dictionaries, set of 10*		
		Dry Erase Board Cleaner		
		Erasers		
		Forms (referrals, hall passes, etc.)		
		Globes*		
		Glue		
		Glue Stick (Kdg.)		
		Grade Book		
		Hundreds chart		
		Left-Right Scissors (Kdg.)		
		Lesson Plan book		
		Lined Chart Paper		
		Magnets		
		Maps*		
		Movie Screen		
		Newsprint		
		Number Lines for Student Desks		
		Ohio Academic Content		
		Standards Books and Disks*		
		Overhead Transparencies		
		Paint Brushes (Kdg.)		
		Pacing Guides – All 4 Quarters*		
		Paper Clips, large		
		Paper Clips, small		
		Paper Towels		
		Pencil Sharpener		
		Pencils		

Qty.	Stock#	Description	Unit Price	Total
		Cabinet, File, 2-Drawer		
		Cabinet, Wardrobe		
		Chair, Pupil		
		Chair, Teacher, w/casters		
		Chalk Board/Whiteboard		
		Desk, Pupil		
		Teacher's Desk, Single Pedestal		

New Classroom Furniture – Elementary Education

*Requisition from the Office of the Chief Academic Officer

(Note to Teachers: Please indicate the number of each item needed and return this checklist to your principal.)

APPENDIX Z

Toledo Public Schools
Secondary Education Teacher Core Inventory
Reference: Article VI (A)

Teacher Name _____ Date _____
School _____ Room # _____
Grade Level/Subject _____

Qty.	Stock#	Description	Unit Price	Total
		Chalk/Dry Erase Markers		
		Clock		
		Dry Erase Markers-new		
		buildings have white boards		
		Dry Erase Cleaner		
		Erasers		
		Forms (referrals, hall passes, etc.)		
		Grade Book		
		Lesson Plan Book		
		Movie Screen		
		Ohio Academic Content Standard		
		Book and/or Disk*		
		Overhead Transparencies		
		Pacing Guides (all 4 quarters)*		
		Paper Clips, large		
		Paper Clips, small		
		Pencil Sharpener		
		Pencils		
		Pens (red, blue, black)		
		Post-It-Notes		
		Rubber Bands		
		Ruler		
		Science Safety Manual		
		(Science Teachers)		
		Scissors		
		Stapler		
		Staples (box)		
		Tacks or Push Pins		
		Tape Dispenser		
		Tape, Masking		
		Tape, Scotch		
		Wastebasket		
		Yardstick		

New Classroom Furniture – Secondary Education

*Requisition from the Office of the Chief Academic Officer

(Note to Teachers: Please indicate the number of each item needed and return this checklist to your principal.)

APPENDIX AA

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

RE: Right to Return

This memorandum establishes the date by when a right-to-return letter must be filed; how this right applies to laid off teachers; and provides for the settlement of several pending grievances.

The following is agreed by and between the undersigned:

1. The Collective Bargaining Agreement (hereinafter "CBA") uses the phrase "right-to-return" (hereinafter "RTR"). The CBA allows teachers who were displaced to return to their previous school if they annually file a RTR letter with the Human Resources Department.
2. If a teacher must leave a school because of reduced enrollment transfer (hereinafter "RET"), that teacher can file a RTR letter with the Human Resources Department by June 30. RET teachers who are notified after June 30 of their displacement shall have ten working days to submit a RTR letter to the Human Resources Department. Displacement letters sent after June 30 shall notify teachers of the RTR and the ten working days in which to exercise it.
3. The RTR option for teachers shall not change the way that laid-off teachers are recalled to employment. Teachers shall not be called out of order from the recall list because there are vacancies at the school from which they were laid-off. (See Article XII for further information.)
4. A recalled teacher may file a RTR letter before June 30 for the subsequent year only after first being recalled to employment.
5. Teachers who received a lay-off letter and who later returned to employment on the first day of school, and who did not miss any days of employment due to a lay-off, shall be allowed to file a RTR letter within ten working days of their return to employment. The teacher shall return to the requested school upon the next vacancy pursuant to the terms of the collective bargaining agreement.
6. Examples: A.) A teacher was reduced from Cherry School in the spring of 2005 and placed at Fulton School in the fall of 2005 and taught at Fulton the entire 2005-06 school year. If that teacher wanted to return to

Cherry School in 2006-07, she would have to file a RTR letter before June 30, 2006 in order to invoke her right to return to Cherry School before displaced or voluntary transfer teachers were assigned to Cherry. B.) Ms. Jones was laid off while teaching at Riverside School. She may not be recalled to Riverside School ahead of other teachers on the recall list just because she filed a RTR letter to Riverside. C.) If Ms. Smith was laid off while teaching at Chase School, she may file a RTR letter only after she has been recalled to employment. After she is recalled, she can file before June 30 for placement the following school year before displaced teachers. D.) A teacher who is reduced from Woodward after June 30, 2006 must file a RTR letter with the Human Resources Department within ten working days of the receipt of that letter in order to return to Woodward before the start of the school year in August of 2006.

7. Teachers who were denied RTR at the end of the 2004-05 school year due to the April 30 deadline and who return to their original schools as of the start of the 2006-07 school year will be granted one year of building seniority for the 2005-06 school year at their original schools.
8. All other terms of the CBA shall remain in full force except those cited specifically in this memorandum.
9. Laid off teachers may refuse a recall to teaching positions outside of their classifications (see Article III-2) and their names shall remain on the recall list. These teachers will not have to be called again for work outside their classification.

March 1, 2006

APPENDIX BB

MEMORANDUM OF UNDERSTANDING
between
TOLEDO BOARD OF EDUCATION
and
TOLEDO FEDERATION OF TEACHERS

School-Wide Programs

The Toledo Federation of Teachers building committee will serve as the exclusive representative of teachers in making school-level decisions regarding school-wide programs. Decisions regarding the planning and implementation of Title I school-wide programs will be made by the School-Wide Committee which is composed of the building committee and building administrators. Throughout the planning and implementation process the School-Wide Committee will seek input from other teachers and parents. Decisions made regarding a Title I school-wide program will be communicated to the building staff through a memorandum signed by the principal and the TFT building representative. All decisions made by the committee must adhere to Title I federal regulations, the school district's state-approved school-wide proposal, the TFT Agreements with the Toledo Board of Education for teachers, paraprofessionals, and daily substitutes. Teachers who take the official minutes at meetings will be appointed by the TFT building representative. Subcommittees may be established for the specific task of implementing decisions made by the School-Wide Committee. The TFT building representative will appoint teachers and the principal will appoint administrators to any established subcommittees. Subcommittees will be co-chaired by a teacher and an administrator. All subcommittees will report on a regular basis to the School-Wide Committee.

Daily operation of a Title I school-wide program will be guided by the policies established by the School-Wide Committee.

Those Title I teachers who are members of the elementary system-wide reading department, and who assume positions in a school-wide program which are not in this system-wide department, will convert from system-wide department seniority to system classification seniority (total amount of time teaching in grades K-5, K-6, and K-8) while teaching in an elementary school. Building seniority shall be credited to include the system-wide department seniority accrued providing the teacher remains at he school where the system- wide assignment took place. Any Title I teacher who was a member of the system-wide elementary reading department will have the opportunity to bid on system-wide elementary reading department vacancies through the full school year during which the conversion occurs through the first day of the following school year.

The Board and the Toledo Federation of Teachers will jointly agree to job descriptions which pertain to the TFT bargaining units.

The following guidelines and work rules will govern Title I program and staff changes which are required to comply with federal and state Title I guidelines issues under the authorization of the Elementary and Secondary Education Act (ESEA) and No Child Left Behind (NCLB) .

ELIGIBILITY

Targeted Assistance Title Services

Grades K-2 All public school students falling at or below the 39th percentile and all non-public school students falling below the 49th percentile in reading or math components of the Stanford or Woodcock-Johnson, for non-TPS students, and one other criteria such as additional tests or written teacher recommendations. Service begins with the lowest student in the ranking, moving upward to program capacity.

Grade 3-8 All public school students falling at or below the 39th percentile and all non-public school students falling below the 49th percentile in the reading or math components of the Ohio Achievement **Assessment** or state mandated assessments and one other criteria such as additional tests or written teacher recommendations. Service begins with the lowest student in the ranking, moving upward to program capacity.

ADDING TITLE I PROGRAMS AND STAFF

Posting for K-8 Title I Vacancies

Any Title I K-8 position (K-5, K-6, or K-8 system classification) which opens shall first be published at the school by the principal on the official school bulletin board for at least five (5) school days. At the time of posting, all teachers shall be given the opportunity to update their preference forms if they so desire. Contract teachers at the school will be given first opportunity to fill the position if licensed. The five (5) day time period may be shortened by agreement of the principal and the building committee provided each teacher has been contacted personally and no one has applied for the position.

When all staff changes have been completed at a building following this procedure, the remaining vacancy will be reported to the Human Resource Office for placement with: 1) displaced teachers; 2) teachers from the voluntary transfer list; 3) teachers from the priority hiring list; 4) new hires. System-Wide Department Vacancies Some classes of teachers in Title I are considered to have system-wide departmental seniority unrelated to an individual school. Reading teachers will have first opportunity to fill vacancies within their departments.

Transfers in system-wide departments shall be available first to members of the department. When it is necessary to fill a vacancy in the department from outside the department, transfers will follow the involuntary and voluntary transfer rules in Article VIII.

Vacancies in K-5, K-6, or K-8 or 6-12 or 7-12 or 9-12 classification are not available to system-wide department members except through the normal transfer process. When a member of a system-wide department transfers to another classification outside the system-wide department, building seniority shall be credited at that time to include the system-wide department seniority accrued provided the vacancy filled is in the same school where the system-wide assignment took place.

One Title I teacher will work cooperatively with two general fund grade level teachers for the purpose of providing supplemental reading and math instruction. The kindergarten In-Class Team Teaching teacher will work with one general fund kindergarten teacher inasmuch as two distinct classes exist. Teachers must volunteer to participate, and continued participation in subsequent school years will be voluntary. Common planning time will be provided, during non-school hours, for two hours per week for Title I and general fund teachers. This common planning time will be paid at the negotiated hourly rate and is in addition to teacher planning time per contractual requirements. Teachers will affirm a desire to continue participation for the subsequent school year by April 15 each year. Should the program end, the Title I teacher shall be displaced.

DECREASING TITLE I STAFF

If a Title I school budget registers with a negative balance of $10,000 or less, the Federation and Board will discuss balancing the budget without reducing programs.

The Board and Federation recognize the value of applying technology in instruction and of serving Title I eligible and non-eligible students.

Therefore, one Title I computer laboratory will remain at all current locations.

The Board and Federation also recognize the value of Peer Math and Literacy Coaches. Therefore, Title One schools will retain their Peer Coach(es) for a minimum of 3 years pending available funding to the district.

In response to the Board's identified priority that program reductions preserve early intervention services and that programs operate in adequate facilities and space, schools which must reduce Title I programs due to reduction in funding will eliminate programs and positions in the following order:

1. Intermediate In-Class Team Teaching Model
2. Primary In-Class Team Teaching Model
3. Intermediate Reading Pull-Out or Math Pull-Out
4. Primary Reading and/or Math Pull-Out

Any member of a system-wide department school who leaves that department and enters the K-5, K-6, or K-8staff of the same school shall be granted full building seniority for all teaching service at that school. Any teacher so affected shall receive a letter

from the Office of Human Resources confirming this seniority change and a copy shall be placed in the teacher's personnel file. A copy shall be furnished to the Federation.

Reading and Math
If there is more than one pull-out reading or math teacher at a school, and only one is to be reduced, the teacher/program reduced will be according to system seniority. Thereafter, the current seniority provisions shall apply. A reading pull-out teacher is a member of a system-wide department. A math pull-out teacher is a member of the school K-6 staff.

COMPUTER LABS

The computer lab teacher at a school will be considered a member of the K-5, K-6, 6-8, or K-8 school staff and not a member of a system-wide department.
The following guidelines will be in place for all Title One Computer Lab Managers.

Lab Managers will:

1. Enroll all students at a school in CCC.
2. Enroll new students who enter after the first day of school.
3. Determine placement of students in CCC, monitor , and adjust when necessary.
4. Provide assistance to students as they use the computers.
5. Print reports of each class at the close of each session.
6. Print and interpret reports with teachers, students, building administrators, and parents on a regular basis when requested.
7. Attend the mandatory monthly computer meetings held during the school day .
8. The lab schedule will accommodate all grades 4, 5, and 6th grade students. If there is any remaining time in the schedule, all grade 3 students will be serviced. Special education students will be scheduled by agreement between the lab manager , principal, and building representative.
   Ten (10) classes per day should be scheduled. This schedule will be posted in the lab and submitted to the Title I office.
   Only one class may be scheduled during any one instructional period with the exception of a regular education class which is mainstreamed with a special education class per the agreement between the lab manager, principal, and building representative. Classroom teachers will be present when their entire class attends and shall provide computer-assisted instruction.
   The Title I computer lab will be closed during the absence of the Title I computer lab teacher if no substitute is assigned.

One hundred eighty (180) minutes of contractually provided planning time for Title I computer lab resource teachers at elementary schools will be designated on the weekly class schedule for each lab.

Computer lab resource teachers and regular classroom teachers by grade level will be provided one hour of common planning time every two weeks, during non-duty hours, for the purpose of planning and individualizing curriculum and instruction. This planning time shall be in addition to teacher planning time and shall be paid at the negotiated hourly rate.

GENERAL

1. All materials and equipment purchased from a school's Title I program (with the exception of the computer lab) have been purchased from that school's allocation and will remain at the school.

   If a teacher changes positions during the school year, the teacher, and para if applicable, shall be paid two days at their per diem rate or provided two days of released time to move personal materials using boxes and tape supplied by the Board.
2. Copies of these rules shall be distributed by the Board to all Title I teachers and paras.
3. If the teachers' *Agreement* requires that the teaching position be posted, the para's position will also be posted.
4. The usual para contractual rules shall apply.
5. In this agreement, K-8 positions are: Math Pull-Out, Computer_Lab Manager, and In- Class Team Teaching. These teachers are not members of a system-wide department. Pull-Out Reading teachers are members of either the Elementary or Secondary Reading Department.
6. Title I will continue to operate under Appendix I of the current agreement and the Memorandum of Understanding with regard to School-Wide programs. Title I programs that exist district-wide will conform to uniform staffing patterns in school-wide and non-school-wide buildings. School-wide programs will not result in a reduction of staffing levels.
7. Title I building budget reports, including fiscal year allocations, carryover revenue from previous fiscal year(s), year-to-date expenditures, year-to-date encumbrances and balance remaining for all line items and programs shall be provided to TFT building representatives at Title I schools and to the Federation at the end of each Title I financial quarter. The Federation will be provided quarterly a copy of the treasurer's report.
8. The principal and TFT building representative will collaborate regarding the allocation of the school's Title I funding. All Title I teachers shall be provided annually the catalog of recommended program materials, desk-top supplies, and new program start-up costs. Each Title I teacher will be allocated a minimum of $250 for desk-top supplies.

9. Additional Title I services may not displace a music, art, or special education classroom.
10. A district priority is maintenance of existing Title I staff during the school day.
11. Current negotiated contractual provisions and policies shall apply except as identified by this agreement.

This Memorandum of Understanding shall remain in effect until the expiration date of the teacher and paraprofessional contracts negotiated subsequently to the current agreements.
April 1, 2008

TELEPHONE NUMBERS YOU CAN USE

Toledo Federation of Teachers 535-3013
Elementary Education 671-8264
High School 671-8314
Human Resources
Salary Specialist 671-8265
Substitute Office 671-8296
Teaching Certificates 671-8352
Insurance 671-8348
Workers' Compensation 671-8354
Paraprofessional Office..... 671-8468
Payroll..... 671-8327
STRS 888-227-7877
School Consultation Program 671-8715
Intern/Intervention Program 671-8724
Behavior Specialists Program 389-5052
Instructional Planning Office 671-8277
Special Education/Student Services 671-8413
School Improvement 671-8422
LPDC 671-8398
Reading Academy 671-8319
Math Academy 671-8376
Science Support 671-8412
Technology Facilitator Office 671-8435

DATES TO REMEMBER

AUGUST 1 Deadline for teachers to apply for 26- pay plan.

JULY 1 Deadline for hourly teachers and tutors to apply for regular contract status.

SEPTEMBER 15 Adequate supply of books must be provided.

OCTOBER 1 Deadline for new teachers to apply for the 26-pay plan.

OCTOBER 25 Deadline for reviewing Art A-B schedule with Federation Building Committee.

NOVEMBER 1 Posting of actual number of students assigned to each class or schedule.

JANUARY Applications for May personal leaves may be made at the beginning of the second semester.

FEBRUARY10 All summer school programs to be announced.

MARCH1 Deadline for retirement bonus notice

MARCH15 Sabbatical, Study and Personal Growth leave applications due.

APRIL Teacher Assignment Preference forms to be distributed to elementary teachers.

APRIL 15 Deadline to apply for summer school positions.

APRIL 15 Teacher Assignment Preference forms submitted to secondary teachers. Department chairpersons meet with their departments to construct tentative schedules (before April 30).

APRIL Department chairperson elections may begin after spring vacation in odd-numbered years.

APRIL 15 Administrative estimates of students and classes for the ensuing year (high school)

APRIL 15 Deadline to repost supplemental positions held by someone outside bargaining unit.

APRIL 15 for 15 days — Teacher, department chairperson and principal confer on class assignments.

APRIL 30 Deadline for annual request for transfer.

APRIL 30 Deadline for non-renewal of supplementary contracts.

MAY 1 Deadline for teachers to discuss teaching preferences with the principal.

MAY 1 Notification of elementary summer school employment status.

MAY 15 Deadline for principal to announce tentative schedules.

JUNE 1 Deadline for high school teachers to be notified of next year's teaching assignment.

JUNE 1 Elementary teachers' class assignments for next year posted.

JUNE 15 Deadline for Human Resources Office to provide Federation copies of all preference forms.

JUNE 30 Deadline for annual"right to return"requests.

JULY 1 Deadline for reporting all vacancies to Human Resources Office.

JULY 1 System-wide department vacancies advertised.

JULY 11 Filling vacancies begins.

SPECIAL EDUCATION DATES TO REMEMBER

Prior to first day of school year — Special education teachers to receive updated class lists and blank IEP payment forms.

MAY 15 — Special education changes of grade levels, classes or disabilities, adding new or closing classes must be announced.

Eight weeks prior to the end of the year — Forms provided for special education teachers to recommend placement of all current students.

Three weeks prior to end of year — Special education supervisors notify teachers in writing of disagreement regarding placement recommendation.

One week prior to end of year — Meeting between special education supervisor and teacher, upon request of either party, to agree upon student placement for ensuing school year.

One week prior to end of year — Special education teachers to receive class lists for next school year.

JUNE 1 — Final teaching assignments announced.

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