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K32663

Toledo Association of
Administrative Personnel

Agreement

2013 - 2016



Toledo Association of Administrative
Personnel

UAW Local 5242



Toledo Public Schools

Agreement

between

Toledo Association of Administrative Personnel

and

Toledo Board of Education

2013-2016

All other language of the 2011-2013 collective bargaining agreement and its Appendices and Memoranda of Understanding remains in effect for the duration of this agreement unless specifically changed by the sections set forth above.

TAAP
2013 Negotiations Team and Committees

Chairpersons

Finance/ Business	SE/SAC	Curriculum	Student Discipline	Principal/School Empowerment
Bridget Henderson Brad Aemisegger and John Welch	Michelle Haas Nelson and David Manley	Mike Cowan	Susan Hanna	Emilio Ramirez

Dan Holley Linda Meyers Peggy Price Tracey Danielski	Jennifer Sanchez Kelly Standering Lori Reffert	Gayle Schaber Bob Mendenhall Tracy Knighten	Michelle Pelz John Mann	Tiffany Conner Trent Leedy Robin Wheatley Matt Rowley Anthony Bronaugh Ann Baker
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TAAP Negotiation Team	TAAP Officers and Trustees	
Don Yates, President, Chief Negotiator	Don Yates, President	Michelle Haas-Nelson, Trustee
Emilio Ramirez, V-President	Emilio Ramirez, Vice-President	Tracy Knighten, Trustee
John Welch, Trustee	Bridget Henderson, Treasurer	Trent Leedy, Trustee
	Michelle Pelz, Secretary	Linda Meyers, Trustee
	Brad Aemisegger, Trustee	Scott TenEyck, Trustee
	Anthony Bronaugh, Trustee	John Welch, Trustee
	Mike Cowan, Trustee	Susan Hanna (2009-2013)

Board 2013 Negotiations Team

Brian Murphy	Chief Negotiator/Executive Transformational Leader of Operations
Matt Cleland	Treasurer
Jim Gault	Executive Transformational Leader of Curriculum

Tentative Agreements
 TAAP/TBE
 December 2013

Language/Article	Date of Agreement
Position of Principal Mentor/Consultant to be continued beyond this year (2012-13)	4/29
Art. VII E (b) – TAAP reserves the right to accept a decision of a hearing officer as final and binding and in that case further appeals by the matrix person through the grievance procedure, or to arbitration, or via ORC 3319.16, or to the courts are not permitted. This right applies to warnings and suspensions, as well as, termination and non-renewals.	4/29
Art. XVII (20) – The principal shall have the authority to assign rooms/working space within his/her building/facility to all employees of the Board as well as all persons working or volunteering in his/her building. These assignments may be modified by the superintendent or designee upon consulting with TAAP.	5/24
Art. XVII (30) - All employees shall report to either a Matrix person or cabinet person (except TFT funded person)	4/29
Art. XVII (32) - The superintendent will consult with the TAAP president regarding the appointment of up to two (2) TAAP members to serve on the Intern Board of Review for a one (1) year term.	5/10
Art. IX - If an Elementary School has an Assistant Principal; the Assistant Principal will automatically be assigned to be Acting Principal, whenever the Principal is absent provided he/she has a current evaluation that is rated higher than ineffective. This language applies to acting assignments that begin during the school year, defined as the first day students report and/or prior to the last workday for principals.	10/11
Art. XXXI (F) Years of Service Payment: 8 – 19.99 = 33 1/3 % accumulate sick leave. 20 or more = 70% accumulated sick leave	6/19
Art. XXXI (3) Graduate hours: TAAP and TBE agree to convert quarter hours to semester hours, at the same rate of pay.	6/20 10/11

<p>Principal Peer Assistance (PPA) – For principals only who have been rated ineffective on the evaluation completed the year leading up to their renewal year. Provides peer consultant and creates panel of three TAAP and two cabinet who will provide supports and evaluate performance.</p>	<p>10/13</p>
<p>Toledo Public Schools (TPS) and the Toledo Association of Administrative Personnel (TAAP) recognize the challenges presented from the Ohio Teacher Evaluation System (OTES) for the 2013 - 2014 school year. In order to assist in the evaluation of teachers, TPS agrees to provide 8 acting administrative support positions <u>for period beginning January 17, 2014 and ending June 6, 2014</u> to relieve administrative duties. <u>The administrative support positions assignments shall be agreed to by TPS and TAAP.</u> These individuals' will not be responsible for evaluations but will perform administrative duties to permit Administrators to evaluate staff. This agreement is not precedent setting and will expire on June 6, 2014.</p>	<p>11/21</p>
<p>The Toledo Association of Administrative Personnel (TAAP) and Toledo Public Schools (TPS) have agreed to the job descriptions and compensation on the following positions: Director of Employee Benefits, Communications Manager and Financial Information Coordinator. TAAP agrees to permit TPS to fill above mentioned positions immediately without revocations. <u>This agreement supersedes the attached letter of agreement between Toledo Board of Education and TAAP concerning District Reorganization signed September 13, 2013.</u></p>	<p>11/21</p>
<p>The Toledo Public Schools (TPS) and the Toledo Association of Administrative Personnel (TAAP) agree that the position(s) of Administrative Assistant of Legal Services will be outside of the TAAP Bargaining unit.</p>	<p>11/21</p>
<p>The Toledo Public -Schools (TPS) and the Toledo Association of Administrative Personnel (TAAP) have <u>agreed to reinstate the position of Director of Athletics, which will be a Class 1 position and a member of the TAAP Bargaining Unit. TPS and TAAP will mutually develop the job description.</u></p>	<p>11/21</p>
<p>The Toledo Public Schools (TPS) and the Toledo Association of Administrative Personnel (TAAP) agree that if language is developed for the New Hire Screening Project it shall be administered by the TPS Administration and developed with equal representation of TAAP and the Toledo Federation of Teachers (TFT) and the TPS Board. The Committee will determine the success of the project and determine if it should be continued or expanded, and agree to the guidelines of the project. TPS Board of Education has final decision if the program is continued, expanded, changed or dissolved.</p>	<p>11/21</p>

<p>The Toledo Public Schools (TPS) and the Toledo Association of Administrative Personnel (TAAP) have agreed to the following allocations for the TAAP Leadership Academy and Peer mentoring: January 1, 2014, \$37,500 for the 2013-2014 school year. Both parties agree to \$75,000 for the 2014-2015 school year. TAAP will have discretion to allocate the above identified funds into the appropriate accounts (Peer Mentor or TAAP Leadership Academy) and notify the TPS Treasurer of allocations, not to exceed allocated amount.</p>	11/21
<p>Peer Mentors and TAAP Leadership Steering Committee supplemental pay will be funded via the TAAP Leadership fund plus the Beginning Principal Mentor Program grant, as allowed in the grant.</p>	12/10
<p>The Toledo Public Schools (TPS) and the Toledo Association of Administrative Personnel (TAAP) agree to open the Matrix Review process from June 1, 2014 – June 30, 2014 as well as June 1, 2015 – June 30, 2015.</p>	11/21
<p>Matrix Reviews/Supplemental Pay</p>	
<p>Communications Director: From Class 3 to Class 1</p>	10/24
<p>Supervisor of Security: From Class 3 to Class 1</p>	10/24
<p>Matrix persons appointed to serve on the LPDC will be compensated at a rate of \$3800 per year and will be paid extended time during the months of June, July, and August at their daily rate.</p>	10/11
<p>Supplemental pay for Principal of Two Buildings – Juvenile Detention Center – Heather Baker will be paid \$1689 for supervising the JDC.</p>	10/24
<p>Supplemental pay for Coordinator of Young Men of Excellence (YMOE) and Young Women of Excellence (YWOE) – Robb Slusser will receive \$4826 paid from grant funds for the 2013-14 school year.</p>	10/28
<p>Elementary Counselor Career Development Supplemental continues beyond current year.</p>	4/29
<p>Counselors move from Class 8 to Class 7. K-8 Counselors responsible for Master Schedule Design in their home school. They will be compensated at the negotiated rate for any additional schools for which they also are responsible for Master Schedule Design.</p>	12/10

Department Reorganization	
<p>Curriculum Department: See attached - Add Assistant Director of Curriculum at Class 5 (Incentive pay if no acceptable candidates). Add Gifted Director at Class 3. Reduce School Improvement Grant Facilitators from two (2) to one (1) and change to Class 1. Move EMIS Coordinator to Student Information/Reporting department. Director of Pupil Placement from Class 2 to Class 3 when it becomes vacant.</p> <p>Elimination of 2 Grant Manager/Facilitators of Federal Programs and agree to create a Data Position and Assistant Director of Compensatory Programs. The parties have agreed to move Scott TenEyck to position of Assistant Director of Compensatory Programs at a Class 3 and agree to mutually develop the job description. Current TAAP members in the eliminated positions will not suffer a loss in pay or be displaced from TPS.</p>	6-20
<p>Human Resources Department: See attached – Add Assistant Director of HR at Class 5 (Incentive pay if no acceptable candidates), Add Supervisor, Employee Benefits at Class 5 (Incentive pay if no acceptable candidates), add OTES/OPES Coordinator at Class 3, eliminate Dir. HR Services/Benefits: Aufwiedersehen Winfield to keep Class 1 pay and have mutually agreed to options to transfer.</p>	6-20
<p>Treasurer’s Division: See attached – Eliminate Director Fiscal Compliance (vacant), add two (2) Budget Analysts at Class 5, add Coordinator, Financial Information at Class 5, upgrade Budget Analyst from Class 7 to Class 5, move Coordinator Student Accounting (Bridget Henderson) to Student Information/Reporting.</p>	5/10
<p>Computer Services Division (Infrastructure/Systems, Student Information/Reporting, and Educational Support): See attached – Add Director, IT at Class 0, add HR/Payroll Technology Coordinator at Class 5, Change organization reporting structure/job descriptions: Director, Infrastructure/Systems (Colin Pregibon), Director of Student Information/Reporting (Julie Noone), Director of Educational Support (Mike Martinez)</p>	5/10
Grievance Settlements/Misc.	
<p>Resident Educator Grievance (Art. XXI-E, Art. XXX-I, and Appendix I) –Stacey Scharf will receive supplemental “Resident Educator Program Coordinator” pay of \$1691.67 and back pay \$3150 for work performed for the 2012-13 school year.</p>	10/24
<p>Acting Assistant Principal Grievance (Art. IX and past practice) – The Board agrees to compensate Assistant Principals Nathaniel J. Young, Deborah Preston, Sonya V. Flagg, and Christine Coleman for the time between August 1, 2013 and the date a permanent principal was hired by the Board for their respective schools.</p>	

Language revised (see above – Language/Article)	10/11
Extended Day Pay, Chase and Pickett – The Principals and Assistant Principals at Chase and Pickett will be paid three thousand dollars \$3000. for the one-half (1/2) hour extended day in addition to his/her regular salary. Payment to begin August 1, 2012.	10/11
Economics	
One percent increase in salary effective January 1, 2014	11/21
One percent increase in salary effective January 1, 2015	11/21
Estimated amount of expenditure associated with the separate financial proposals submitted by each party sum to approximately \$540,000 over the period from January 1, 2014 through June 30, 2015.	11/21
Distribution of \$540,000 – see attached	12/10
Duration	
<p>This agreement shall become effective as of July 1, 2013, and the terms and conditions hereof shall be effective as provided herein and shall continue through June 30, 2016, provided that either party may provide the other party with 60 days' notice of its desire to negotiate 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.</p> <p>Negotiations shall be reopened no later than May 1, 2015 to determine any adjustments in salary, wages, and benefits to be effective July 1, 2015.</p>	

TPS TAAP Economic Proposal 12/10/13

1. One percent increase in salary effective January 1, 2014.
2. One percent increase in salary effective January 1, 2015.
3. High school principals reclassified to a new level 0, with an increase of \$4000 above each level of class 1 on January 1, 2014.
4. Elementary principals currently in class 5 will move to the same level in class 4 on January 1, 2014
5. Elementary principals currently in class 4 will move to the same level in class 3 on January 1, 2014
6. SAC supervisors currently in class 5 will move to the same level in class 4 on January 1, 2014
7. Every level in every class will see an increase on the salary schedule of \$400 on January 1, 2014
8. All administrators will move 1 step in longevity on August 1, 2014
9. Counselors in class 8 will move to the same level in class 7 on August 1, 2014
10. High school principals in level 0, will have an increase of \$1000 in each level of class 0 on August 1, 2014
11. Elementary principals currently in class 4 will move to the same level in class 3 on August 1, 2014
12. SAC supervisors currently in class 4 will move to the same level in class 3 on August 1, 2014
13. Every level in every class will see an increase on the salary schedule of \$100 on August 1, 2014
14. All supplemental contracts will continue to be based on the August 2009 rate and paid at the fiscal years 2012 and 2013 rate of pay unless negotiated between the Board of Education and TAAP.
15. All TAAP employees longevity and level on the salary schedule remains at the FY2013 level for the duration of this contract unless otherwise noted above and/or included in tentatively agreed matrix reviews or other tentative agreements.
16. Negotiations shall be reopened no later than May 1, 2015 to determine any adjustments in salary, wages, and benefits to be effective July 1, 2015.
17. 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 60 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

Principal Peer Assistance (PPA)

TAAP and the Board agree to pilot a Principal Peer Assistance program for non-provisional principals who are experiencing performance deficiencies that could lead to non-renewal of their contract. The PPA is for principals only and only for principals who have been rated ineffective on the evaluation completed the year leading up to their renewal year. The PPA is a mechanism for principals to help colleagues in need. The following shall guide the PPA;

1. Principals are referred to the PPA following an overall evaluation rating of ineffective at the conclusion of year two of a three-year contract.
2. The referral shall be made by the cabinet administrator who rated the principal ineffective.
3. A written OPES Improvement Plan shall be developed with the principal by the referring cabinet administrator and submitted to the PPA panel at the conclusion of the second year of a three-year contract.
4. The PPA panel shall be comprised of the president of TAAP or designee, superintendent or designee, two building principals (one elementary and one secondary), and one additional cabinet person selected by the superintendent. Panel members* are to serve a three year term. Principal panel members are selected by TAAP. The panel shall meet minimally three time during the course of an intervention as coordinated by the superintendent/designee.
5. A PPA peer consultant*, which is the Principal Mentor Facilitator or an administrator mutually selected by the superintendent and president of TAAP, will work with the ineffective principal in an effort to bring performance to an overall effective level.
6. The peer consultant will follow the same substantive duties as defined by the TAAP Peer Mentor job description and will administer the principal 360 degree evaluation during the renewal year. By May 1, the consultant shall recommend to the PPA panel his/her recommendation as "Overall performance is effective" or "overall performance is ineffective."
 - If overall performance is rated effective; TAAP will continue to exercise all rights under the CBA Article VII (D) including those rights of action provided for in Article VII-E.
 - If overall performance is rated ineffective; TAAP will continue to exercise all rights under the CBA Article VII (D) except those rights of action provided for in Article VII-E.
 - The PPA panel may accept or reject the consultant's recommendation by consensus. If consensus cannot be reached, a majority vote shall determine the matter. If majority cannot be reached, the recommendation of the peer consultant shall stand.

* PPA Panel members shall be compensated at the same rate as the TAAP Leadership Academy Steering Committee. The PPA consultant shall be compensated at the same rate as a TAAP Peer Mentor.

It is understood that appropriate forms and processes will need to be further developed and both the Board and TAAP agree to mutually develop such. All other provisions of the CBA and Leadership Model apply.

This pilot Principal Peer Assistance program will be reviewed at the end of this contract at which time parties may mutually agree to continue the PPA, modify it, or expand it to other Matrix positions.

The Principal Peer Assistance program may be cancelled by either the Board or TAAP.

Principal Evaluation cycle:

Year one of three-year contract: OPES Short form (Professional Growth Plan developed with principal and supervising cabinet administrator).

Year two of three-year contract: OPES 360 degree form (Professional Growth Plan developed with principal and supervising cabinet administrator). Input provided from major stakeholders; teachers, staff, and community. Principal rated overall ineffective referred to Principal Peer Assistance Program.

Year three of three-year contract: OPES Short form (Professional Growth Plan developed with principal and supervising cabinet administrator), or continuation of OPES 360 form for principal rated as ineffective.

12/10/13

TAAP and the Toledo Board of Education agree Peer Mentors and TAAP Leadership Steering Committee supplemental pay will be funded via the TAAP Leadership fund plus the Beginning Principal Mentor Program grant, as allowed in the grant.

TAAP and the Toledo Board of Education agree to drop the TA that establishes two preschool program principals and drops the preschool director position. Parties agree to revisit the preschool organizational chart at a later date. The preschool director position is re-instated per current CBA job description.

K-8 Counselors will be responsible for the Master Schedule Design for their home school. They will be compensated at the negotiable rate for any additional schools for which they also are responsible for the Master Schedule Design.

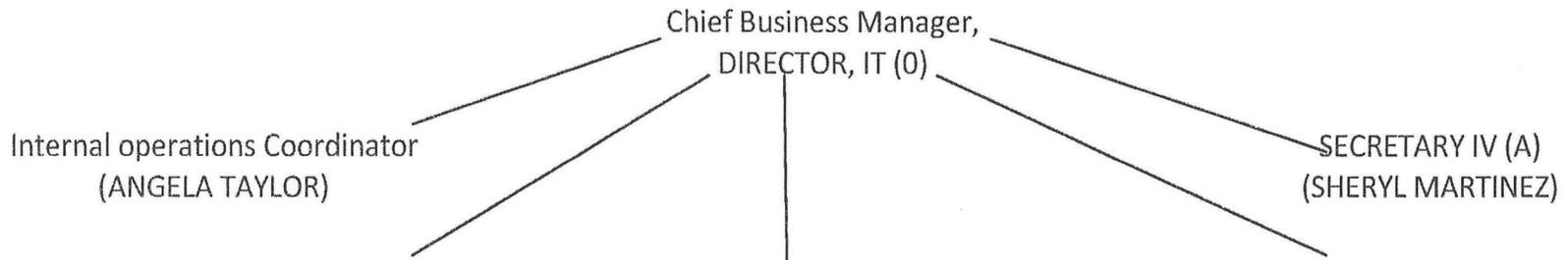
DESCRIPTION	Eff. 7/1/11	Eff. 1/1/14 (1% increase)	VARIANCE (2011 to 2014)	Eff. 1/1/15 (1% increase)	VARIANCE (2014 to 2015)
TAAP – Hourly Rate (Acting, Calamity, etc.)	\$25.24	\$25.49	\$.25	\$25.74	\$.25
TAAP - Overtime	\$37.87	\$38.25	\$.38	\$38.63	\$.38
LONGEVITY					
15 Years	\$1,158.00	\$1,170.00	\$12.00	\$1,182.00	\$12.00
18 Years	\$2,124.00	\$2,145.00	\$21.00	\$2,166.00	\$21.00
21 Years	\$3,089.00	\$3,120.00	\$31.00	\$3,151.00	\$31.00
23 Years	\$3,571.00	\$3,607.00	\$36.00	\$3,643.00	\$36.00
24 Years	\$4,247.00	\$4,289.00	\$42.00	\$4,332.00	\$43.00
27 Years	\$6,081.00	\$6,142.00	\$61.00	\$6,203.00	\$61.00
30+ Years	\$8,494.00	\$8,579.00	\$85.00	\$8,665.00	\$86.00
DEGREE not Required					
Associate	\$559.00	\$565.00	\$6.00	\$571.00	\$6.00
Journeyman	\$559.00	\$565.00	\$6.00	\$571.00	\$6.00
Bachelor	\$895.00	\$904.00	\$9.00	\$913.00	\$9.00
Masters	\$965.00	\$975.00	\$10.00	\$985.00	\$10.00
Specialist	\$1,229.00	\$1,241.00	\$12.00	\$1,253.00	\$12.00
Ph.D./Ed. D	\$1,931.00	\$1,950.00	\$19.00	\$1,970.00	\$20.00
Trade License	\$224.00	\$226.00	\$2.00	\$228.00	\$2.00
LICENSE PAY					
	\$224.00	\$226.00	\$2.00	\$228.00	\$2.00
PGC					
	\$24.13	\$24.37	\$.24	\$24.61	\$.24
RETIREMENT BONUS					
	\$1,930.00	\$1,949.00	\$19.00	\$1,968.00	\$19.00
QUARTER HOUR RATE					
	\$29.92				
Conversion of Old Rate to Semester Hours	\$44.88	\$45.33	\$.45	\$45.78	\$.45

DRAFT TAAP SALARY SCHEDULE

Level	-1-	-1-	-1-	-1-	-1-	-1-	-1-	-1-	-1-	-2-	-2-	-2-	-2-	-2-	-2-	-2-	
CLASS	Increase				Increase				Increase				Increase				
	FY13	1% 1/1/14	1/1/14	1/1/2014	8/1/14	8/1/2014	1% 1/1/15	1/1/2015	FY13	1% 1/1/14	1/1/14	1/1/2014	8/1/14	8/1/2014	1% 1/1/15	1/1/2015	
0			\$4,000.00	\$74,550	\$1,000.00	\$75,550	\$755.50	\$76,305				\$4,000.00	\$75,917	\$1,000.00	\$76,917	\$769.17	\$77,686
1	\$69,851	\$698.51	\$400.00	\$70,950	\$100.00	\$71,050	\$710.50	\$71,760	\$71,205	\$712.05	\$400.00	\$72,317	\$100.00	\$72,417	\$724.17	\$73,141	
2	\$67,686	\$676.86	\$400.00	\$68,763	\$100.00	\$68,863	\$688.63	\$69,551	\$69,009	\$690.09	\$400.00	\$70,199	\$100.00	\$70,199	\$701.99	\$70,901	
3	\$64,494	\$644.94	\$400.00	\$65,539	\$100.00	\$65,639	\$656.39	\$66,295	\$65,818	\$658.18	\$400.00	\$66,876	\$100.00	\$66,976	\$669.76	\$67,646	
4	\$62,891	\$628.91	\$400.00	\$63,920	\$100.00	\$64,020	\$640.20	\$64,660	\$63,249	\$632.49	\$400.00	\$64,281	\$100.00	\$64,381	\$643.81	\$65,025	
5	\$61,485	\$614.85	\$400.00	\$62,500	\$100.00	\$62,600	\$626.00	\$63,226	\$62,809	\$628.09	\$400.00	\$63,837	\$100.00	\$63,937	\$639.37	\$64,576	
6	\$56,917	\$569.17	\$400.00	\$57,886	\$100.00	\$57,986	\$579.86	\$58,566	\$58,703	\$587.03	\$400.00	\$59,690	\$100.00	\$59,790	\$597.90	\$60,388	
7	\$55,160	\$551.60	\$400.00	\$56,112	\$100.00	\$56,212	\$562.12	\$56,774	\$56,931	\$569.31	\$400.00	\$57,900	\$100.00	\$58,000	\$580.00	\$58,580	
8	\$54,429	\$544.29	\$400.00	\$55,373	\$100.00	\$55,473	\$554.73	\$56,028	\$56,243	\$562.43	\$400.00	\$57,205	\$100.00	\$57,305	\$573.05	\$57,878	
9	\$50,915	\$509.15	\$400.00	\$51,824	\$100.00	\$51,924	\$519.24	\$52,443	\$52,701	\$527.01	\$400.00	\$53,628	\$100.00	\$53,728	\$537.28	\$54,265	
10	\$50,027	\$500.27	\$400.00	\$50,927	\$100.00	\$51,027	\$510.27	\$51,538	\$51,800	\$518.00	\$400.00	\$52,718	\$100.00	\$52,818	\$528.18	\$53,346	
11	\$49,494	\$494.94	\$400.00	\$50,389	\$100.00	\$50,489	\$504.89	\$50,994	\$51,295	\$512.95	\$400.00	\$52,208	\$100.00	\$52,308	\$523.08	\$52,831	

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Level	-3-	-3-	-3-	-3-	-3-	-3-	-3-	-3-	-3-	-4-	-4-	-4-	-4-	-4-	-4-	-4-	
CLASS	Increase				Increase				Increase				Increase				
	FY13	1% 1/1/14	1/1/14	1/1/2014	8/1/14	8/1/2014	1% 1/1/15	1/1/2015	FY13	1% 1/1/14	1/1/14	1/1/2014	8/1/14	8/1/2014	1% 1/1/15	1/1/2015	
0			\$4,000.00	\$76,505	\$1,000.00	\$77,505	\$775.05	\$78,280				\$4,000.00	\$78,339	\$1,000.00	\$79,339	\$793.39	\$80,132
1	\$71,787	\$717.87	\$400.00	\$72,905	\$100.00	\$73,005	\$730.05	\$73,735	\$73,603	\$736.03	\$400.00	\$74,739	\$100.00	\$74,839	\$748.39	\$75,587	
2	\$69,516	\$695.16	\$400.00	\$70,611	\$100.00	\$70,711	\$707.11	\$71,418	\$70,023	\$700.23	\$400.00	\$71,123	\$100.00	\$71,223	\$712.23	\$71,935	
3	\$66,325	\$663.25	\$400.00	\$67,388	\$100.00	\$67,488	\$674.88	\$68,163	\$66,832	\$668.32	\$400.00	\$67,900	\$100.00	\$68,000	\$680.00	\$68,680	
4	\$64,722	\$647.22	\$400.00	\$65,769	\$100.00	\$65,869	\$658.69	\$66,528	\$65,229	\$652.29	\$400.00	\$66,281	\$100.00	\$66,381	\$663.81	\$67,045	
5	\$63,317	\$633.17	\$400.00	\$64,350	\$100.00	\$64,450	\$644.50	\$65,095	\$63,823	\$638.23	\$400.00	\$64,861	\$100.00	\$64,961	\$649.61	\$65,611	
6	\$60,777	\$607.77	\$400.00	\$61,785	\$100.00	\$61,885	\$618.85	\$62,504	\$61,284	\$612.84	\$400.00	\$62,297	\$100.00	\$62,397	\$623.97	\$63,021	
7	\$59,032	\$590.32	\$400.00	\$60,022	\$100.00	\$60,122	\$601.22	\$60,724	\$59,539	\$595.39	\$400.00	\$60,534	\$100.00	\$60,634	\$606.34	\$61,241	
8	\$58,302	\$583.02	\$400.00	\$59,285	\$100.00	\$59,385	\$593.85	\$59,979	\$58,809	\$588.09	\$400.00	\$59,797	\$100.00	\$59,897	\$598.97	\$60,496	
9	\$54,583	\$545.83	\$400.00	\$55,629	\$100.00	\$55,629	\$556.29	\$56,185	\$56,741	\$567.41	\$400.00	\$57,708	\$100.00	\$57,808	\$578.08	\$58,386	
10	\$53,698	\$536.98	\$400.00	\$54,635	\$100.00	\$54,735	\$547.35	\$55,282	\$55,870	\$558.70	\$400.00	\$56,829	\$100.00	\$56,929	\$569.29	\$57,498	
11	\$53,178	\$531.78	\$400.00	\$54,110	\$100.00	\$54,210	\$542.10	\$54,752	\$55,321	\$553.21	\$400.00	\$56,274	\$100.00	\$56,374	\$563.74	\$56,938	



<u>DIRECTOR OF INFRASTRUCTURE/SYSTEMS</u> (COLIN PREGIBON)	<u>DIRECTOR OF STUDENT INFORMATION/REPORTING</u> (JULIE NOONE)	<u>DIRECTOR OF EDUCATIONAL SUPPORT</u> (MICHAEL MARTINEZ)
HR/PAYROLL TECHNOLOGY COORDINATOR (Class 5) SYSTEM SPECIALIST B/T (PHIL WILKIN) SYSTEM SPECIALIST B/T (PEGGY PRICE) SYSTEM ADMINISTRATOR (Doris Whatley) SYSTEM SERVICE SPECIALIST (MICHAEL ANTEAU) NETWORK ADMINISTRATOR (SCOTT TRYCZINSKI) TELECOMMUNICATIONS (DAVE FALZONE) NETWORK OPERATIONS SUPERVISOR (JOHN WELCH) SUPERVISOR, DUPLICATIONS SERVICES (CATHY GILES) <ul style="list-style-type: none"> • PRINTER (A) (Elaine Boxdorfer) • PRINTER (A) (KEVIN BYRNE) • PRINTER (A) (DOUG MCCLURE) • PRINTER (A) (STEVEN GRAB) • Help Desk (Pat Belcher/Heather) • Computer Operators (Stuart Gyde/Carr Williams/Debbie Zientek) 	<ul style="list-style-type: none"> • DIRECTOR, EMIS SYSTEM (RON SHAFFER) • SYSTEM SPECIALIST S/I (V. SHOFFER) • SYSTEM SPECIALIST S/I (KATHY DUNN) • SYSTEM ADMINISTRATOR (CHRIS SOHNLY) • SPECIAL ED EMIS (JANE FRY) • COORDINATOR, STUDENT DATA Accounting (BRIDGET HENERSON) • SECRETARY III (A) NETTY JACKSON • SECRETARY III (A) • SECRETARY III (A) SUE RYAN • SECRETARY III (A) SANDRA DARDEN • SECRETARY III (A) KAREN KLONOWSKI • DATA COORDINATORS (TFT) <p style="text-align: center;">Secretaries (AFSCME)</p>	<ul style="list-style-type: none"> • NETWORK ADMINISTRATOR (KEN HERMANN) • NETWORK ADMINISTRATOR (BEN DONATO) • FIELD OPERATIONS SUPERVISOR (RON SPIELDENNER) <ul style="list-style-type: none"> - TECHNICAL SUPPORT (A) (RANDY PEACE) - TECHNICAL SUPPORT (A) (GARY LONG) - TECHNICAL SUPPORT (A) (PAUL STRIBNEY) - TECHNICAL SUPPORT (A) (REX PALMER) - TECHNICAL SUPPORT (A) (WILBUR HILL) - TECHNICAL SUPPORT (A) (LUKE RAWLINS) - TECHNICAL SUPPORT (A) (DARRELL ANDERSON) - TECHNICAL SUPPORT (A) (AMY BURGESS) - TECHNICAL SUPPORT (A) (JIM RUBLE) - TECHNICAL SUPPORT (A) (VACANCY) • TECHNOLOGY COORDINATORS <ul style="list-style-type: none"> - Ruth Scott - Marcia Lynch

1. COMPUTER SERVICES REORGANIZATION EFFECTED POSITION:

- a. Director of Pupil Placement and Child Adjusted Services will report to a Cabinet level position.
- b. Network Operations Supervisor report will be Director of Infrastructure/Systems.
- c. Note: Technical Support AFSCME positions will include copier techs and their responsibilities.

2. OPEN POSITIONS:

- a. One Network Technician, reports to Network Operations Supervisor.
- b. Copier Technician
- c. Computer Operator

TOLEDO PUBLIC SCHOOLS
CHIEF ACADEMIC OFFICER

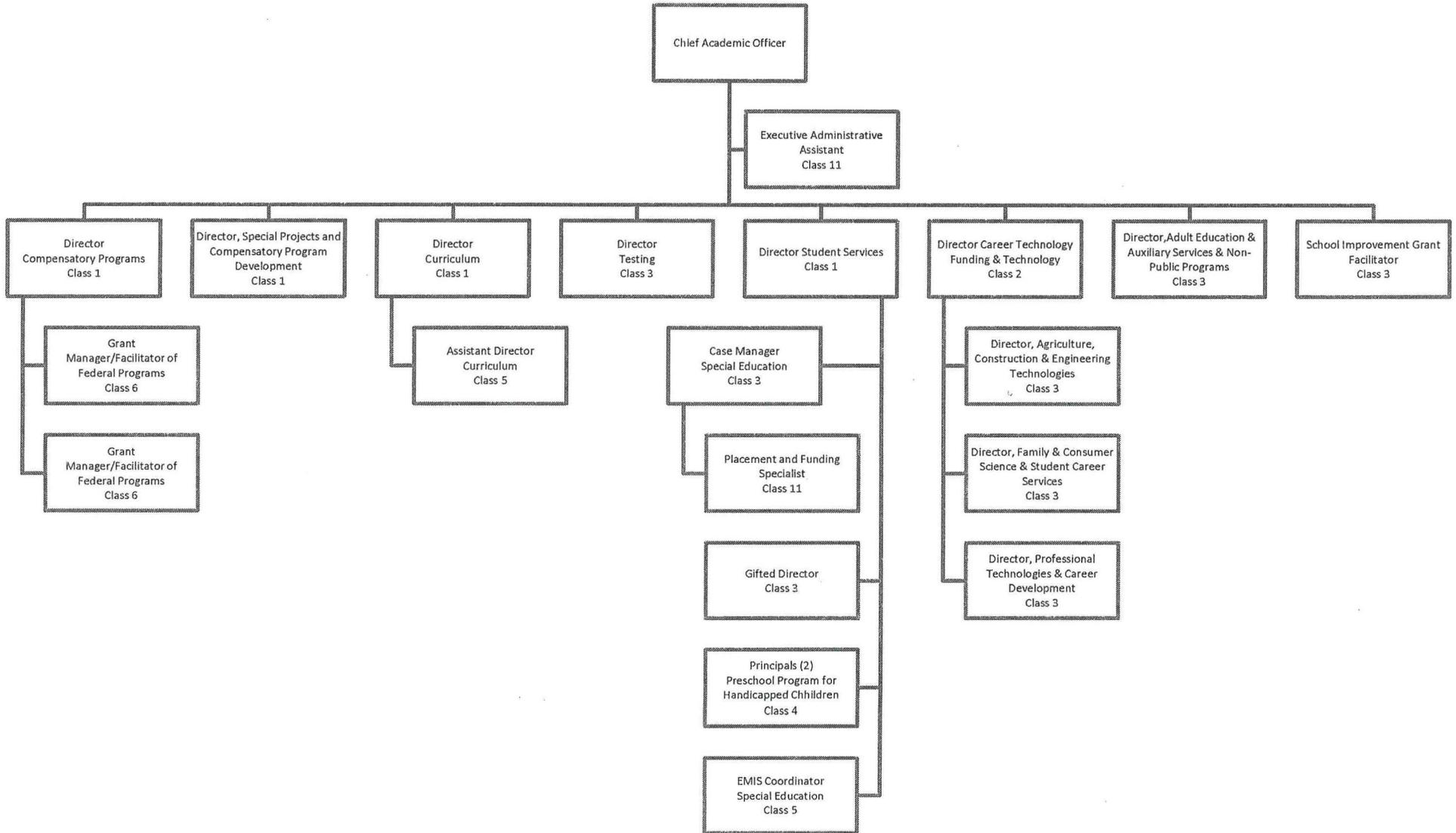
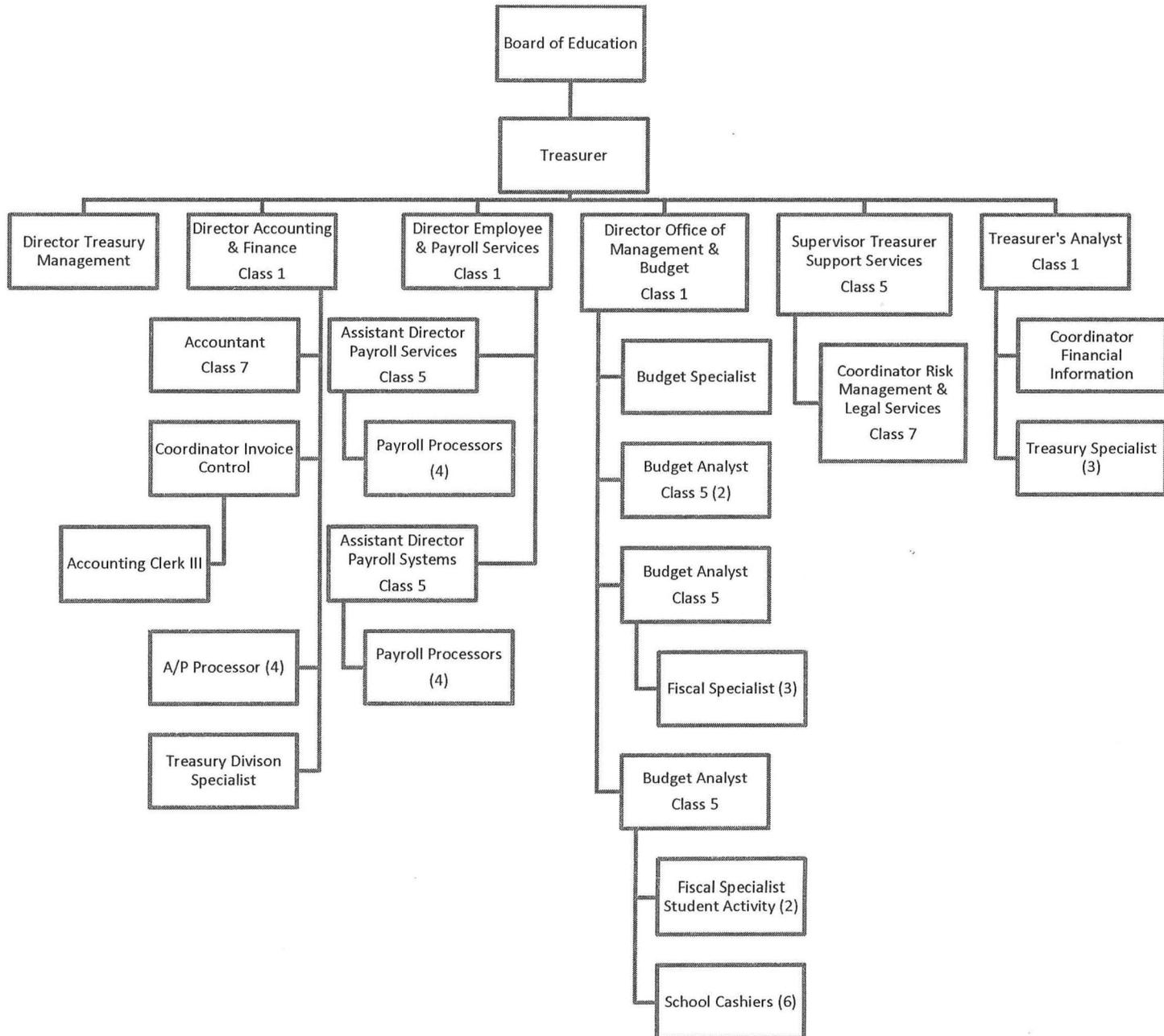
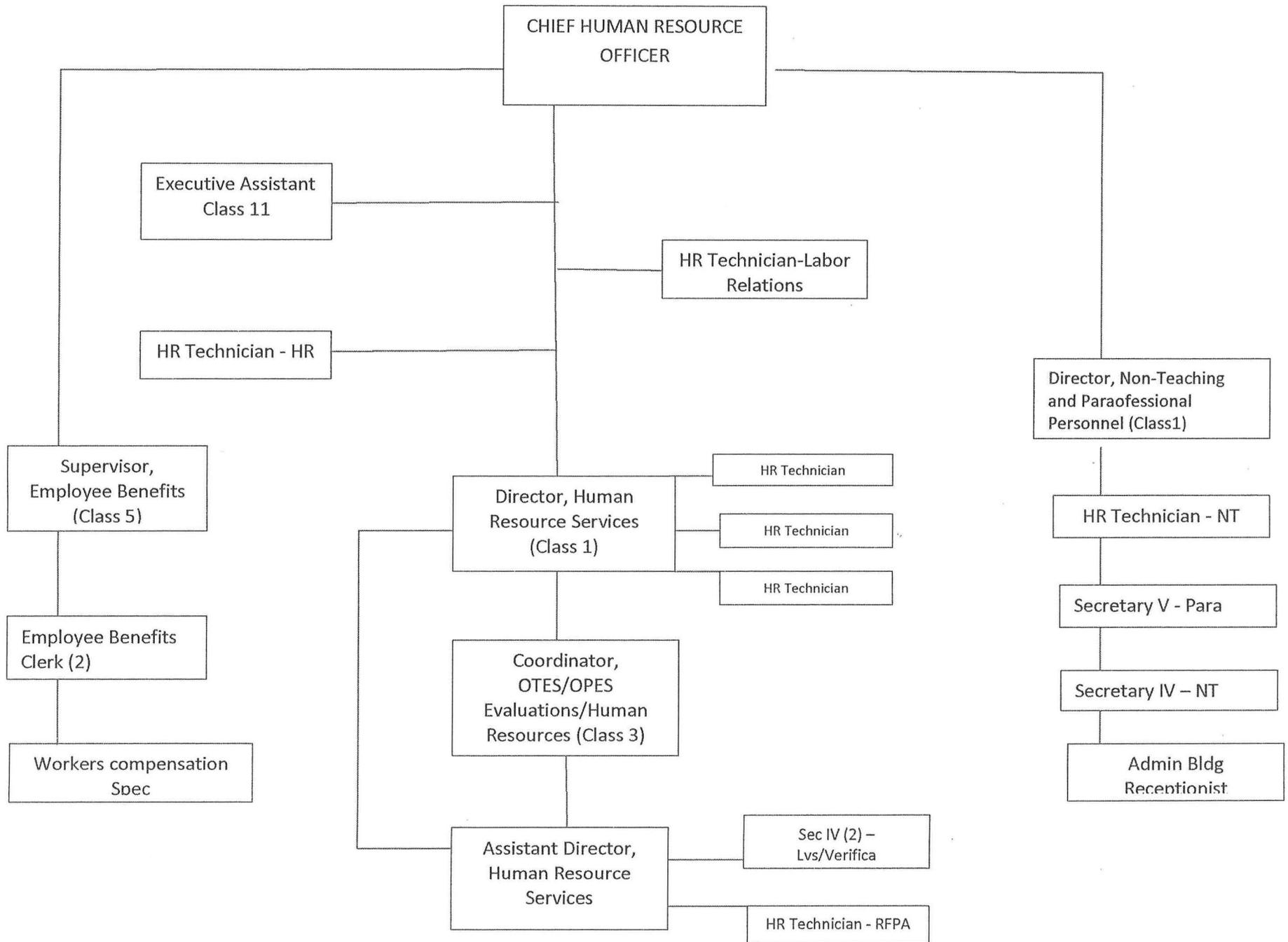


Exhibit 5-7
 Recommended Structure of the Treasurer's Division







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**Toledo Association of
Administrative Personnel**

Agreement

2011-2013



Toledo Public Schools

AGREEMENT

between

**THE TOLEDO BOARD
OF EDUCATION**

and

**THE TOLEDO
ASSOCIATION
OF
ADMINISTRATIVE
PERSONNEL**

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A Statement From the Superintendent and CEO

Our nation, for more than four years now, has been subjected to one of the most severe economic recessions since the Great Depression. Through it all, the Toledo Public School District has continued to struggle to retain a balanced budget. Prior to FY 11, the district had already reduced its operating expenses by more than \$40 million.

The most recent TPS negotiation between labor and management began in earnest in the spring of 2011. At that time, TPS was facing another deficit of over \$40 million for the coming school year and more than \$70 million the next. The Toledo Association of Administrative Personnel and Board began talks in earnest to find a solution to the financial 'sinkhole' that the district was facing. While, like in any normal negotiation, there were moments of tension, the overarching attitude was one of cooperation. TAAP came to the table with a commitment to helping to resolve TPS's financial dilemma. Their willingness to accept economic concessions enabled the district to not only avoid the immediate financial dilemma for FY12, but for FY 13 as well.

Once again, TAAP administrators demonstrated their allegiance to Toledo Public School District, the more than 24,000 youth we serve, and the community at large. The Board and staff are grateful to TAAP membership for their continued dedicated service and look forward to working collaboratively to resolve the many challenges yet to come.

Sincerely,
Jerry Pecko.
Superintendent

A Statement from the President of TAAP

The 2011 TAAP/Toledo Board of Education negotiations were not typical negotiations and the years between this contract and the previous one have been years of considerable struggle. Toledo, like much of the nation, has suffered dire economic times and Toledo Public Schools has not been immune from the effects of the economic shortcomings. State funding has been slashed, increased support for charter schools and school vouchers has resulted in reduced enrollment, and our community has twice rejected new money levies for operations. In addition, Ohio elected a governor who led the legislature to pass an anti-collective bargaining law, Senate Bill 5. And even though SB5 was overturned, it certainly set the stage for contentious negotiations between employers and their bargaining units. These were tough negotiations, and yet, when it was all said and done, TAAP and TPS were able to pull together to plan for a positive future for the children of Toledo Public Schools. This contract represents sacrifice as well as commitment. TAAP members, along with all employees, have given up pay and made other financial concessions to ensure a much needed two year balanced budget. At the same time, the district with the support of its teachers and administrators agreed to reinvent itself. TAAP members can be proud of the transformation plan designed at a time when our community cried out for change, more accountability, and transparency with the operations of the district. It is a bold initiative to among other things, reorganize the district into K-8 neighborhood schools, revolutionize services for special needs students, and provide distance learning technology that will increase course offerings across the district. None of these initiatives would be possible without the dedication and leadership of our members. And while the upcoming years promise to be challenging, they also promise to be energizing and exciting for our members who have demonstrated they are willing and able to make TPS the place our community wants to send their children for a quality education.

Thanks to all TAAP members who have served on the various academic, curriculum, instructional, and operational committees sharing their expertise and leadership and in particular the following:

TAAP Trustees and Officers:

Emilio Ramirez, Vice-President
Treasurer
Sue Hyman, Secretary

Bridget Henderson,

Liz Wray

Student Discipline

Susan Hanna/Tracy Knighten, Chairpersons

Donna Granados

Chad Henderly

Deitra Hickey

John Mann

Sandra Meeks-Speller

Gayle Schaber

Nicole Wilson

Principal/School Empowerment

Emilio Ramirez/Stacey Scharf, Chairpersons

Todd Deem

Karen Gray

Michelle Haas-Nelson

Chad Henderly

Sue Hyman

Trent Leedy

Michelle Pelz

Lori Reffert

Matt Rowley

Scott TenEyck

Kelly Welch

Robin Wheatley

Nicole Wilson

Liz Wray

Donald R. Yates

President, TAAP and

UAW Local 5242

Toledo Board of Education – Negotiating Team

James Gant

James Gault

Daniel Romano

Toledo Board of Education

Robert Vasquez, President

Lisa Sobecki, Vice-President

Jack Ford

Brenda Hill

Larry Sykes

PREAMBLE

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

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

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

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

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

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

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

WHEREAS, the parties' July 1, 2011 to June 30, 2013 agreement reflects the many changes resulting from the transition to a K-8 system,. The Memorandums of Understanding attached hereto and numbered TAAP 11-001 to 11-012 (there is no 11-004 or 11-011) are integral parts of this Agreement and supersede any inconsistent provisions herein.

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

ARTICLE I –

DEFINITION: RECOGNITION

A. Definitions

The following terms used herein shall have the following meanings:

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

B. Recognition

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

employment. In the event there is a position title change of any job class in the bargaining unit or if a position in the bargaining unit is reclassified, said position shall remain part of the bargaining unit. Employees in the following positions (or equivalent positions) are excluded from any bargaining unit and are not covered by any collective bargaining agreement:

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

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

2. Inasmuch as the Board has recognized the Toledo Association of Administrative Personnel UAW Local 5242 as the exclusive collective bargaining representative for all matrix persons the Board will not support or encourage any other organization purporting to represent matrix persons for purposes of collective bargaining, nor will the Board during the term of this agreement enter into any collective bargaining with such other organizations. However, in the event a new position is created as a result of state or federal grant, the Board will consult with TAAP prior to creating the position to determine if the position belongs in the TAAP bargaining unit.
3. A matrix person not to exceed one (1) in number who is elected to the presidency of TAAP, will, upon proper application, be reassigned for the purpose of accepting this position. The matrix

person granted this leave shall continue to accrue seniority for salary increments and seniority for all other purposes as though they were in regular service. Upon return to service, the matrix person shall be placed in the matrix position he/she left if vacant or to a position at the same classification for which qualified with all accrued benefits, seniority and increments that would have been earned had he/she been in regular service. Reimbursement will be made to the Board for all fringe benefits and salaries (see Memorandum).

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

cost of all materials, supplies, and equipment incidental to such use.

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

Superintendent and his/her cabinet and the members of TAAP.

21. Except by mutual agreement, during negotiations with TAAP, the Board's negotiating team shall not include members of the TAAP bargaining unit.
22. It is agreed that in the event that implementation of recess, as directed by the Board in its Resolution adopted in May, 1987, should affect the terms and conditions of employment of TAAP members, the parties shall resolve same by agreement.

C. Payroll Deduction - Agency Shop

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

6. Payroll deduction shall begin the next scheduled payroll deduction period after receipt of the card for members as well as for agency fee payers.
7. TAAP shall also have the right to payroll deduction for the use of the TPS Credit Union, the purchase of savings bonds, insurance, annuities, or any other deduction mutually agreed to by TAAP and the Board.
8. Direct Deposit shall be mandatory for all employees effective the first paycheck of the 2008/2009 school year. All remittances, payroll notices, etc., may be sent electronically.
9. The Treasurer of the Toledo Public Schools may charge a fee for the processing of court orders, with the exception of child support, and non-sufficient fund checks written by employees. These fees will not exceed the maximum fee allowable by law.

D. Fair Practices

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

**ARTICLE II –
GRIEVANCE PROCEDURES**

A. Definition

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

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

4. There is a complaint alleging discrimination prohibited by Section 504 of the Rehabilitation Act of 1973, as amended and of Title IX of the Education Amendments of 1972.

B. Grievance Procedure

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

1. Informal Procedure

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

2. Formal Procedure - Step 1

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

3. Formal Procedure - Step 2

Within ten (10) school days after receiving this decision, TAAP may appeal the decision in writing to the Superintendent or his/her designee, who shall give TAAP the opportunity to be heard. This hearing shall be held within fifteen (15) school days of the appeal. The Superintendent or his/her designee shall communicate his/her decision together with the supporting reasons to the grievant and to the TAAP President within ten (10) school days after the appeal has been heard.

C. Arbitration

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

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

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

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

D. General Provisions

1. The fact that a grievance is raised, regardless of its ultimate disposition, shall not be recorded in the person's file or in any file or record utilized in the promotion process; nor shall anyone be placed in jeopardy, or subject to reprisals for having followed the grievance procedure.
2. No member of the bargaining unit at any stage of any grievance procedure, TFT, AFSCME, or TAAP, will be required to meet concerning the grievance without first having had the opportunity to consult with the TAAP President. If the matrix person feels that he/she has been procedurally misrepresented in any grievance proceeding, he/she shall have the opportunity to grieve and to be represented by the TAAP President.
3. All hearings and conferences shall be held at times mutually convenient to the participants. When a conference or hearing is scheduled during the school or office hours, all participants shall be excused from their regular duties without loss of pay.

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

E. TFT - AFSCME Grievance Administration

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

**ARTICLE III –
MATRIX APPOINTMENT PROCEDURE**

A. Matrix Job Announcements

1. All matrix vacancies shall be announced promptly by electronic communication.
2. All vacancies and newly created matrix positions shall be posted in the Human Resources Office for a period of five (5) work days. If it is determined by the Human Resources Office to advertise a matrix vacancy in the newspaper or to post the matrix vacancy in other institutions for a variable period of time then the five (5) day posting period shall be extended for a like period of time.
3. Announcement of all vacancies and newly created matrix positions shall be made to the president of TAAP by the Human Resources Office as soon as vacancies occur or new positions are known.
4. During the summer, the Human Resources Office shall send to the TAAP office a notice of matrix vacancies or newly created matrix positions as they occur.
5. All matrix vacancies and newly created matrix positions shall be filled in accordance with the Leadership Model by persons who have the ability to perform the work and who are properly qualified, including certification, where required.
6. All vacancies and newly created matrix positions shall be announced by job title, classification, and length of work year.

B. Matrix Application Procedure

1. Application for matrix positions shall be filed separately by job classification in the Human Resources Office.
2. Only those candidates who apply and who are properly qualified (certificated where required) for an open matrix position, shall have an opportunity to be interviewed.
3. An applicant may verify that his/her application is on file by requesting visual confirmation in the Human Resources Office.
4. All applicants shall receive a job description upon application for an open matrix position.
5. The deadline date for the closing of applications shall be five (5) work days after the matrix job has been advertised and posted.

6. An applicant shall furnish a resume in conjunction with his/her application.

C. Matrix Selection Process

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

D. Matrix Salary Determination

1. Placement on the Matrix Salary Schedule is the responsibility of the Superintendent or his/her designee.
 - a. A person is placed on the matrix schedule as a result of a promotion. The following procedure should be followed without exception.

Present daily rate of pay = Annual salary + supplemental contracts + overtime

Present work year in days Calculate the new annual base salary.

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

The placement of the person on the matrix is based on his/her annual salary, supplemental contract(s), and compensatory overtime payments. Additional level(s) shall be granted for increased responsibility. NOTE: If the new matrix salary is calculated by the above formula to be (2), placement shall be at level one (1).

2. Graduate hour pay, professional growth credit pay, longevity pay, and educational incentive pay (if appropriate) is added to the annual base salary constructed in (1) above, but shall not be included for placement on the matrix.
3. The new matrix salary for someone promoted shall become effective upon approval of the Board on the date listed in the Board agenda.
4. If it becomes apparent that this formula is not applicable to a specific situation, the Superintendent or his/her designee will consult with the president of the Toledo Association of Administrative Personnel before any matrix placement is recommended. It is further understood that any

or all components of the formula for placement on the matrix salary schedule can be modified through matrix review. Such modifications must be by mutual agreement.

5. No person already placed on the matrix salary grid who is promoted to another matrix position after the start of the matrix work year for the new matrix position will lose money in his/her annual salary during the year in which he/she is promoted.

ARTICLE IV – MATRIX REVIEW

A. Matrix Review Committee

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

B. Matrix Review Guidelines

1. Any proposed elimination of a matrix position or change in a current matrix job description (including, but not limited to, increased responsibilities, length of the work year, qualifications, and matrix placement) must be submitted to the Matrix Review Committee.
2. If a proposed change in a current matrix job description involves increased responsibilities, the Matrix Review Committee shall consider the impact of increased responsibilities in the context of matrix placement and work year in making an appropriate recommendation.
3. Unless otherwise agreed to by the parties hereto, requests for matrix review can be brought to the Matrix Review Committee by the administration and/or by TAAP only during the time that the TAAP Agreement is open for negotiations. Once a position/positions have been reviewed as per B-1 above, regardless of the outcome, it will not be eligible for review until the next negotiation period, unless the position becomes vacant or it is affected by a restructuring in which one (1) or more positions are eliminated.
4. Recommendations for approval or modification made by the Matrix Review Committee, not concurred in by the Superintendent, shall be discussed by the Superintendent and the president of TAAP prior to the Superintendent taking action.
5. No matrix position shall be added until the Matrix Review Committee has reviewed the proposed job description to determine the appropriate work

year, matrix placement, and the impact of the position on other current matrix positions.

6. A complete current matrix document listing job descriptions, matrix placement, and all positions requiring supplemental contracts shall be on file in the Human Resources Office and the TAAP office.
7. The Human Resources Office shall furnish all matrix employees a current job description. Thereafter, job descriptions shall be sent to new matrix employees, those matrix employees who change jobs, or those matrix employees whose job classifications change through matrix review.

ARTICLE V – OUTSIDE CONTRACTING

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

ARTICLE VI – THE LEADERSHIP MODEL

A. Matrix Evaluations

1. The evaluation system used by the Toledo Public Schools to evaluate matrix persons is included as a component in the Toledo Public Schools Leadership Model.
2. No modification of the Toledo Public Schools Leadership Model shall take place unless it is mutually reviewed and approved by TAAP and the Superintendent or his/her designee.
3. Copies of the Toledo Public Schools Leadership Model shall be distributed to all matrix persons.
4. The TAAP President or his/her designee shall participate in all inservice planning and inservice sessions as they apply to the Toledo Public Schools Leadership Model or the implementation of said system.
5. An annual inservice shall be provided in February for all matrix personnel. Attendance at the annual inservice will be required. The purpose of this inservice shall be to thoroughly familiarize all matrix persons with the evaluation process.
6. Matrix persons will be evaluated only by the person to whom they report unless otherwise set forth in the Leadership Model.

7. Matrix personnel shall have the right to submit in writing any additions to or comments regarding a written evaluation completed by his/her evaluator. Such responses by the person being evaluated shall become part of the evaluation record.
8. The Human Resources Office will notify TAAP in writing, on or before March 1 of those matrix persons who are being recommended for non-renewal of their matrix contract.
9. The only evaluation instrument that may be placed in a matrix person's personnel file is the official evaluation which is contained in the Leadership Model.

B. The Peer Mentor Program

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

C. The Intervention Program

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

D. The Leadership Incentive Program

(See Leadership Model.)

E. Urban Leadership Development Program

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

practicing administrators in an interactive problem-based environment will allow the participants to understand the potency of collaboration and professional collegueship in their efforts to continuously improve urban schools. This required certified program will allow current administrators (beginning with principals) to renew their certificates, work toward advanced degrees, and acquire the specific school improvement skills necessary to excel in the urban setting. The Urban Leadership Development Program is defined in the Leadership Model.

ARTICLE VII – MATRIX CONTRACTS

A. Renewal

The Board of Education shall take action concerning renewal of all matrix contracts in accordance with the Ohio Revised Code.

B. Issuance of Matrix Contracts and Salary Notices

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

C. Length of Matrix Contracts

The length of matrix contracts shall be established by the superintendent in accordance with law and governed by the procedures as set forth in the Toledo Public Schools Leadership Model.

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

3. Three (3) Year Contracts: Three (3) year contracts renewable prior to the end of the second (2nd) year will be granted to provisional employees after the successful completion of the two (2) or three (3) year provisional period. Those matrix persons not receiving four (4) year contracts shall be granted three (3) year contracts.

D. Non-Renewal of a Matrix Contract

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

E. Termination of a Matrix Contract

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

- a. If it is the intention of the Human Resources Office to terminate a matrix person's contract under O.R.C. 3319.16, or for cause, if the person is not subject to O.R.C. 3319.16, the matrix person shall have the right to an election to do one of the following:
 - i. To accept the recommendation of the Human Resources Office; or
 - ii. To request TAAP to arbitrate the proposed recommendation pursuant to Article II, C and Section E-2, below, of this agreement; or
 - iii. To follow the procedure as prescribed in Section 3319.16 of the Ohio Revised Code. This election must be in writing signed by the matrix person and be delivered to the Human Resources Office, with a copy to TAAP, within fifteen (15) calendar days after the receipt by the matrix person of the recommendation of the Human Resources Office. This election is final and binding on all parties and may not be changed except by mutual agreement of the Human Resources Office, TAAP, and the matrix person. Failure to deliver such election by the matrix person within such fifteen (15) calendar days period shall constitute an election of option a, above. Election of arbitration under b, above, constitutes waiver of all rights to challenge

the termination under 3319.16 of the Ohio Revised Code. Election of c, above, waives all rights to challenge the termination under the grievance or arbitration procedure of this contract. The decision of the arbitrator shall be final and binding on the Board, the matrix person, and TAAP.

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

2. Failure to Timely Renew an Administrative License

- a. All matrix persons will receive timely, written notifications from the Human Resources Office when their administrative license is within one (1) year of renewal.
- b. Matrix persons who fail to renew their administrative license will be charged with "Insubordination for Failing to Maintain a Valid Administrative License" and if the charge is substantiated the matrix person will be terminated.

F. Demotion/Uniform Reduction Plan

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

- 1. Because of a reduction which is part of a uniform plan affecting the entire district.
- 2. Pursuant to O.R.C. Section 3319.17.
- 3. Demotion pursuant to the Leadership Model.
In such case, his/her salary during the first (1st) contract year of such assignment shall not be lower than his/her stated contract salary. During the remaining term of such matrix person's contract, his/her salary shall be the salary normally assigned to the job actually performed. This section shall not be construed to prevent a reduction in salary

where a matrix person is demoted, for cause is assigned to a teaching or other position after the expiration of the matrix person's contract, nor shall it cancel the rights of appeal in Article VII, D, 1-2.

G. General Provisions

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

ARTICLE VIII – EXTENDED TIME/SUPPLEMENTAL CONTRACTS

A. Extended Time

1. Definition. Extended time shall be defined as: An approved request for a matrix person to continue to perform the job duties defined by the matrix person's job description beyond the work year established for that particular matrix job.
2. Procedure For Approval. A request for extended time must be recommended by the matrix person's immediate supervisor and division head. Final approval shall rest with the Superintendent or his/her designee.
3. Payment. Payment for extended time shall be the matrix person's daily rate of pay for the time specified in the Board agenda.

B. Extended Time - Work Day

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

schools, shall be defined as eight and one-half (8 1/2) hours per day beginning at 8:00 a.m. and ending at 4:45 p.m. with one (1) hour provided for lunch as determined by the work schedule. On any of the days listed below the work day shall be defined as eight (8) hours beginning at 8:00 a.m. and ending at 4:00 p.m. with the one (1) hour lunch period included.

Winter Break
Spring Break
Summer Break

2. Extensions of the Work Day

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

C. Supplemental Time

1. Definition. Supplemental time shall be defined as: An approved request for a matrix person to perform additional duties, or assignments which are outside, or in addition to the matrix person's job description.
2. Procedure For approval Supplemental contracts, except those as otherwise provided in this agreement, will be issued to a matrix person when he/she is assigned the supplemental duties as recommended by the immediate supervisor and appropriate division head. Final approval shall rest with the Superintendent or his/her designee.
3. Payment. Payment for supplemental contracts shall be determined by utilizing:
 - a. the current hourly rate
 - b. A specific amount for a specific job negotiated by TAAP
4. Issuance of Supplemental Contracts. The Human Resources Office shall issue supplemental contracts as required by this Agreement.

D. Compensatory Payment –

Compensatory payment shall be payable only upon prior approval of the Superintendent or his/her designee.

1. Definition.
 - a. Compensatory payment shall be earned by any matrix person in Classification 9 through 13

(effective August 1, 2001) who is authorized to work beyond his/her normal work day or work week, as a result of a job related requirement and a verifiable emergency.

2. Guidelines.

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

**ARTICLE IX –
ACTING ASSIGNMENTS**

A. Definition

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

B. Acting Assignment Guidelines

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

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

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

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

Acting Assignment Eligibility List

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

of the names from the list for his/her selection. An external candidate may be considered and appointed when a qualified candidate, as determined with the Chief Human Resource Officer consulting with TAAP, is not readily available.

C. Implementing a Temporary Suspension of Filling Matrix Vacancies

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

D. Filling Acting Matrix Assignments Elementary Schools

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

High Schools

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

Junior High/Middle School and High School Deans

1. Junior High/Middle School and High School Principals can identify up to two (2) in his/her building to serve as an acting dean when a dean is absent. The identified substitute deans will be

approved by the Human Resources Department prior to being utilized by the schools. Teachers will not be assigned to cover a dean's absence four (4) weeks should that person teach a subject to be tested prior to the administration of the achievement/OGT tests.

D. Acting Pay – AFSCME into a TAAP Position

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

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

**ARTICLE X –
MATRIX TRANSFERS**

A. Lateral Transfers

1. All matrix persons shall have the right to request a lateral transfer at any time.
2. Requests for lateral transfer shall be made in writing to the Human Resources Office and to TAAP and must be renewed annually.
3. The Human Resources Office shall compile a list of matrix persons requesting a lateral transfer by

matrix classification according to matrix seniority. A copy of this list shall be sent to the TAAP President.

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

B. Classroom Transfers

1. When a matrix person is transferred to the classroom, the matrix person shall maintain seniority as determined by litigation. This shall not be construed to affect salaries, tenure or other matters established by statute. Teaching and matrix service will be computed in total for purposes of salary placement.
2. A matrix person who is transferred to the classroom shall lose the matrix seniority he/she has earned except as provided in Article XII.

C. General Provisions

1. No matrix person shall be forced to transfer against his/her will without being afforded due process as defined by Article XIII of the TAAP Agreement unless he/she is in a school that is

being reconstituted by mutual agreement between the Board and TAAP.

2. This forced transfer statement is not meant to hinder the ability of the system to respond to federal mandates.

ARTICLE XI – MATRIX SENIORITY

- A. Matrix seniority shall begin to accrue on the effective date of a person's first matrix appointment as approved by the Board.
- B. Matrix seniority will be maintained continuously while the matrix person holds a valid matrix contractual relationship with the Board even if the matrix person should be on leave. Acceptance by the Board of a recommendation for a matrix position is considered a valid contractual relationship.
- C. If a matrix person resigns his/her employment and subsequently returns as an employee of the Board, previous seniority will be lost.
- D. If a matrix person resigns his/her matrix position to accept a transfer to a teaching position, or an AFSCME position, previous matrix seniority shall be lost.
- E. If a matrix person is displaced from the matrix by the negotiated reassignment procedure, his/her matrix seniority will be credited from the point of displacement and will continue as though it were not interrupted when the matrix person is returned to the matrix.
- F. All former members of the TAAP bargaining unit, who are promoted to an excluded position can return to the TAAP bargaining unit at the same matrix classification they left from with the seniority they earned during the time they were part of the TAAP bargaining unit, plus seniority which shall continue to accrue while they are in the excluded position. Excluded employees not former members of the TAAP bargaining unit shall accrue matrix seniority only while in an excluded position, except as required by the Ohio Revised Code. All excluded employees can be placed in the TAAP bargaining unit either through acceptance of a vacancy or through bumping subject to the provision of the reassignment procedure.

ARTICLE XII – MATRIX REASSIGNMENT

A. Application

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

B. General Provisions

1. Matrix seniority shall be the sole determining factor in implementing the “bumping option” of the matrix reassignment procedure assuming that both factors listed below are relatively equal:
 - a. certification/qualifications
 - b. ability to perform
2. All persons in acting assignments shall return to their previous assignments before any displacements occur.
3. All displacements shall take place at the same time to the extent consistent with efficient operation.
4. A seniority list of displaced matrix persons shall be established with the most senior matrix person at the top of the list and the least senior matrix person at the bottom. This shall be the order for implementing the options as defined in the reassignment procedure.
5. When more than one slot is created by displacements, the displaced matrix person on the seniority list with the most matrix seniority shall have a choice from the available slots for which he/she is qualified/certificated in his/her particular classification, subject to the approval of the Superintendent or his/her disignee.
6. In cases of tied matrix seniority, the matrix person with the greater system seniority shall be considered to have the greater seniority.
7. If there is tied system seniority, the tie shall be broken by a flip of a coin in the presence of the affected matrix persons and an authorized TAAP representative.

8. When a matrix person bumps into a matrix position which requires working a different work year, the matrix person will work the number of days required by the new position.
9. All options must be exercised, otherwise they will be lost.
10. TAAP shall monitor directly the application of the seniority provisions, the general provisions and the reassignment procedures.

C. Matrix Reassignment Procedure

1. When a matrix position (other than Principal) is eliminated, the person holding that position shall be assigned by the superintendent or his/her designee to an existing vacancy within his/her current class. If no assignment is made then the person shall be allowed to:
 - a. accept any vacancy that exists provided it is in the same classification and provided that he/she has proper certification/qualifications and ability to perform, subject to the approval of the superintendent or his/her designee, or
 - b. If there are no available vacancies, the person holding that position shall bump sequentially the least senior person in any position at his/her class, or to bump sequentially the least senior person in the next class below and so on, provided that he/she has proper certification/qualifications and ability to perform and provided that he/she has greater matrix seniority than the person he/she is bumping.
2. When a principal position is eliminated the person holding that position shall be assigned by the superintendent or his/her designee to an existing vacancy within his/her current class. If no assignment is made, then that displaced principal shall be required to:
 - a. pick a vacant principalship at his/her class or below provided there are enough vacant principalships to accommodate the number of principals displaced, subject to the approval of the superintendent or his/her designee.
 - b. if there are not enough principalships available to accommodate the number of principals displaced follow C-1-a-b above
 - c. exercise super seniority rights earned as a result of achieving the requirements of the Leadership Incentive Program If a principal

is required to select a vacant principalship (in C-2-a) below his/her current matrix classification he/she will retain his/her salary (including subsequent improvements) from his/her previously held position for as long as he/she remains displaced. If/when a principalship becomes available at the class he/she left he/she will be allowed to return to that class in order of seniority. If he/she refuses the right to return his/her salary will be adjusted to reflect the current matrix classification.

3. A matrix person bumped under this procedure shall be considered to be displaced and shall be reassigned pursuant to the procedures established above.
4. Matrix persons for whom there exists no matrix assignment shall return to the classroom under the provisions of Article X-B-1, or, to the non-teaching unit under the provisions of Article X-C-1.
5. Matrix persons displaced under C-1-a-b, or C-2-a-b, will be placed on a matrix recall list and shall be offered the right to return to the matrix and/or their original matrix classification with the person possessing the greatest matrix seniority having the first choice of any vacant or newly created matrix position provided it is in the same classification or lower as the one vacated by the person on the recall list provided that the person is properly certified/qualified.
6. Any positions which become available at a classification higher than any previously held by a matrix person on the recall list will be advertised and must be filled by someone currently on the matrix or someone on the recall list provided there is proper certification/qualification. Any matrix person on the recall list who wishes to be considered for a position as described above must apply for it.

ARTICLE XIII – MATRIX DISCIPLINE

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

A. Due Process Provisions

1. The matrix employee whose conduct or action is the subject of an investigation shall be entitled

to: timely and adequate notice of the conduct or action complained of on prescribed forms (see Appendix A); reasonable time to prepare an answer or response; and representation by TAAP at such investigation and other reasonable procedures affording due process.

2. Any investigation which is not held in accordance with the above provision shall not be considered a part of the matrix person's personnel file or record and neither the fact of the investigation nor any statements made at the investigation may be used in any subsequent Board or arbitration proceeding involving the matrix person.

B. Progressive Discipline

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

C. Three (3) Step Process

1. Step 1: Informal Level
 - a. An administrator desiring to informally discuss a specific matter of concern which may lead to a continuing disciplinary investigation with the matrix person under his/her supervision, shall upon consultation with his/her supervisor, notify the matrix person and TAAP in writing on prescribed forms (see Appendix A) of the conduct or action in question, the date, time, and place of the meeting requested, and the right of the matrix person to have an authorized representative of TAAP present.
 - b. A TAAP representative shall be permitted to be present.
 - c. Every effort should be made to resolve the matter in question at the informal level.
 - d. If the matter is resolvable then a record of the meeting along with the prescribed resolution of the matter shall be submitted to the matrix person's personnel file or record in accordance with Article XV of the TAAP agreement.

2. Step 2: Continuing Disciplinary Investigation
 - a. If the matter in question is not resolved, or cannot be resolved at Step 1, or in the case of a serious matter, the supervising administrator, or TAAP, may, within ten (10) days from his/her knowledge of the serious matter, or within five (5) work days from the date of the informal meeting held at Step 1, submit a written request for a continuing disciplinary investigation to the Personnel Office. Such requests shall conform with all provisions of this Article.
 - b. A TAAP representative shall be permitted to be present.
3. Step 3: Continuing Disciplinary Investigation Report
 - a. The appointed designee of the Human Resources Office shall be empowered to hear testimony, examine witnesses, and review all relevant material pertaining to the continuing disciplinary investigation, for the purpose of issuing a report to the Superintendent, or his/her designee, for his/her decision/recommendation. The administration will make all efforts to keep the Continuing Disciplinary Investigation Report confidential until the Superintendent or his/her designee has rendered a decision, or recommended action to the Board of Education.
 - b. The Superintendent or his/her designee shall render a decision or recommend action to the Board of Education.
 - c. A copy of the decision, issued by the Superintendent or his/her designee or by the Board of Education shall be placed in the matrix person's file subject to Article XV.
 - d. Copies of the decision shall be sent to all parties concerned. If the decision is appealed by the matrix employee or TAAP, the appeal shall follow the procedures as outlined herein.
 - e. the matrix person has the right to submit a written response which shall be attached to the decision.
 - f. A decision to terminate an STRS matrix person shall conform to Article VII, E, herein.
 - g. Prior to changing the status of a matrix person who has been suspended with pay pending a continuing disciplinary investigation,

the matrix person shall be given the opportunity to meet with the Superintendent or his/her designee, and the TAAP President, or his/her designee, to discuss the recommended change in pay status.

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

**ARTICLE XIV –
COMPLAINTS AGAINST MATRIX PERSONNEL**

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

**ARTICLE XV –
PERSONNEL FILES**

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

- A. After a matrix person is employed, no material concerning his/her conduct, service, character or personality shall be placed in the file unless he/she is permitted to read the material. The matrix person shall acknowledge that he/she has read such materials by affixing his/her signature and the date on the actual copy to be filed with the understanding that such signature merely signifies that he/she has read the material to be filed and does not necessarily indicate agreement with

its content. If the matrix person refuses to sign, a dated note to that effect will be attached to the material. However, an incident which has not been reduced to writing by the superintendent's designee within three (3) months of the knowledge of its occurrence by the district representative may not be added to the file later.

- B. The matrix person shall have the right to answer any material filed and his/her answer shall be attached to the file copy. The matrix person shall file his/her answer within ten (10) days of being notified by the Human Resources office that the material is filed.
- C. Upon appropriate request by the matrix person for an appointment, he/she shall be permitted to examine his/her file in the presence of a member of the Human Resources Office. An authorized representative of TAAP may inspect the file upon written consent of the matrix person.
- D. The matrix person shall be entitled to a copy of any material in his/her file except for material originally supplied to the administration as confidential previous to employment or confidential recommendations for a matrix position. If TAAP is asked to file a grievance on behalf of the matrix person, TAAP shall also be entitled to a copy of any material in the matrix person's file, upon written request from the matrix person involved, to the Human Resources Office. Cost of reproducing the material will be paid by the matrix person.
- E. Material will be removed from the file when a matrix person's claim that it is inaccurate or unfair is sustained by a committee composed of the president of TAAP or the grievance chairman of TAAP and a representative/designee of the Superintendent. This committee shall inspect material and hear available evidence.
- F. Derogatory materials from parents or others outside the educational field shall not be placed in a matrix person's file under any circumstances, until he/she has had an opportunity to review and reply in writing. Such reply shall be attached to the file copy. Under no circumstances shall unsigned material be put in the file.
- G. No other files containing charges, complaints, evaluations, comments, or accusations against matrix persons shall be maintained by any other office in the school district with the exception of the Employee Assistance Program and the Civil

Rights Affirmative Action File and grievance files.

- H. Whenever a request is made by someone outside the school district and/or outside the scope of their duties, to review an employee's personnel file, the employee and the TAAP President will be notified. The employee and the TAAP President will also be notified what materials if any were copied.
- I. Under no circumstances will any TFT evaluation of any matrix person be placed in their file. Only evaluations authorized pursuant to this agreement shall be placed in the employee's personnel file.

ARTICLE XVI – SYSTEM MANAGEMENT

A. Closing School

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

B. School Delays

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

C. Acting Assignments on Inclement Weather Days

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

D. School Mail

When necessary or as determined by the District, materials will be delivered to schools, offices, and the TAAP office.

E. Teacher Transfers and Assignments

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

F. Student Teachers, Paraprofessionals and Other University Personnel

1. The sole responsibility for assignment of a student teacher, graduate assistants and other university

personnel shall rest with the Superintendent or his/her designee assigned that responsibility.

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

G. Secretarial

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

H. Legal Action

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

I. Liability Insurance

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

J. Collaborative School/Department Improvement Plan

Each school and department will establish collaborative improvement plans. The school improvement plans will be jointly developed by the building principal and building representative. These plans will include short term and long term goals and objectives, along with a plan of action and an evaluation process. Each department will also cooperatively develop their own short term and long term goals to improve their support operations. It is understood that these plans for non-site based management schools and/or departments will not be part of the evaluation process. An in-service meeting will be held for the principals, building representatives and appropriate department personnel to discuss the preparation of such plans. It is further understood that appropriate departmental support services shall be provided to the buildings as defined within the TAAP agreement to insure the achievement of the collaborative school improvement plans. The School Assistant Center Coordinator or his/her designee will be included in the development of School Improvement Plans when the schools put together the Special Services component of the plan. In the event that all teachers in a given building receive additional compensation for successfully completing the pre-determined goals (i.e. academic, attendance, tardiness, special education) the administrative team in that building will receive equal compensation.

K. Extended Workday/Workweek for Foremen

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

immediate supervisor, he/she will be eligible for payment at the rate of his/her regular daily rate. Payment under this provision shall be subject to the prior approval of the Superintendent or his/her designee.

**ARTICLE XVII –
ADMINISTRATIVE RESPONSIBILITIES**

1. A matrix person shall make a recommendation to his/her immediate supervisor concerning the appointment of any matrix personnel under his/her immediate direction and/or supervision (the immediate supervisor of principals for this section will be the Superintendent) except in those instances where the matrix reassignment provisions of the Agreement take precedence.
2. The building principal shall have the authority to establish work day hours for those matrix persons assigned to his/her building in compliance with the work day defined in this agreement.
3. The building principal shall be responsible for all paraprofessionals assigned to his/her building in accordance with the paraprofessional contract. When a central administration department is involved with the duties of such an employee, the department will coordinate their activities with the principal.
4. The building principal shall have the authority to deploy his/her permanent matrix staff (in the cafeteria, halls, etc.) in the building to assist in building control.
5. The ultimate responsibility for supervision and evaluation of teachers and recommendation to the Superintendent for contract status rests with the principal, or his/her designee, or, any supervisor who has evaluation responsibilities in accordance with the teacher contract or the Intern Board of Review. The principal and/or any supervisor will be responsible for the evaluation of all teachers after the first (1st) year, unless the teacher is referred to the Intervention Program. The principal has the right to enter the classroom of any teacher, at any time, for the purpose of observation. The supervisor has the right to enter the classroom of any teacher that he/she supervises at any time for the purpose of observation.
6. The building principal has the authority and obligation to recommend an experienced teacher

for intervention on his/her own; or, as a result of a recommendation made to him/her by a supervisor.

7. All Toledo Public School employees working within the building will be responsible to the principal or his/her designee in accordance with the appropriate collective bargaining agreement(s).
8. All Toledo Public School employees reporting to a building are required to report to the main office and sign in to inform the principal or his/her designee of their arrival in the building.
9. All persons (parents, agencies, union officials) reporting to the building are required to report to the main office and sign in to inform the principal or his/her designee of their arrival in the building.
10. Principals of elementary schools shall have the authority to determine the length of the lunch period.
11. Principals of elementary schools shall have the authority to determine whether his/her school will have school-wide recess attached to the lunch period.
12. The building operator shall provide the principal with a work schedule of each custodial employee assigned to the school.
13. The cafeteria manager shall provide the principal with a work schedule of each cafeteria worker.
14. The building principal, or his/her assistant shall have the authority to open his/her building.
15. The principal will have the authority to establish building policy upon consultation (this does not necessarily imply agreement) with the building committee. When specific Board policies and/or administrative regulations exist, building policies must be in conformance. When specific Board policy and/or administrative regulations do not exist, the building policy established will have the force of Board policy for purposes of enforcement.
16. Any matrix person who is required to cover classroom(s) to teach for not less than a full period due to: lack of sufficient substitutes/refusal of regular teachers to accept additional students will receive the TAAP negotiated hourly rate. Such payments will include compensation for all time spent in the assignment. When more than one (1) class needs to be covered, the hourly rate shall be paid for each class covered.

17. The building principal shall notify the appropriate building people at the site (assistant principal, secretary, teacher-in-charge) if he/she is going to be out of his/her building for a short period of time on a school related matter.
18. Building policies established between one (1) principal consulting with his/her building committee do not automatically carry over when a new principal is appointed.
19. The Human Resources Office will notify all principals and directors who have supervisory duties, as soon as possible, in the fall and January, when members of their staff (teachers and matrix persons) must renew their license. However, the responsibility for renewing a license rests with the employee. (Forms to apply for licensure should be sent with the list(s).
20. The building principal shall have the authority to assign classrooms to the teaching staff.
21. With regards to building committee meetings, the building principal shall have the authority to:
 - a. mutually establish the building committee meeting agenda
 - b. designate an objective person to take the minutes
 - c. sign-off on the minutes taken by the designated note taker
 - d. determine which matrix staff, if any, he/she needs in attendance as resource people at building committee meetings.
22. The building principal shall have the authority to require and check lesson plans in accordance with the teacher contract.
23. The building principal is the District's representative to assure that teachers are utilizing District Pacing Guides and District Adopted Textbooks.
24. The building principal will have access to all teacher grade books.
25. The building principal shall have the authority to reassign and/or redistribute class loads in accordance with the teacher contract.
26. The building principal will report to his/her supervisor when he/she determines that an emergency in his/her building requires him/her to stay and not attend a mandatory meeting.

27. Principals will not be required to pick-up bulk items from the administration building (i.e. tests, emergency medical forms etc.).
28. The building principal or his/her designee shall have the authority to administer and recommend appointment; or, non-renewal of personnel to all school supplemental contracts, excluding those supplemental contracts that fall under the authority of the school athletic committee.
29. The building principal will direct custodians, building operators, cafeteria workers, campus protection officers and miscellaneous laborers in the event of short term emergencies and/or immediate areas of concern such as: trash removal, event set-up/breakdown, control of ventilation/heat, snow removal salt application, floor cleaning/mopping, restocking restroom supplies, body fluids clean up, relocation of classroom equipment, etc. Proposed long term adjustment of job duties will be discussed with area managers/foremen.
30. If a building principal disagrees with the recommendation of an Intern Consultant regarding the employment status of a teacher in his/her building the principal may request to testify in the Intern Board of Review Meeting.
31. Prior to submitting the Observation Form and/or presenting to the Intern Board of Review the principal will submit to the appropriate Assistant Superintendent his/her Summary Evaluation of review, revision, and presentation preparation.
32. The Superintendent will consult with the TAAP President regarding the appointment of one (1) principal to serve on the Intern Board of Review for a one (1) year term.

ARTICLE XVIII – STUDENT DISCIPLINE

A. Student Discipline Code

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

B. Responsibility

1. The overall responsibility for discipline within a school rests with the principal, who is concerned with the well-being and welfare of both students and staff.

2. The principal, where appropriate, may delegate the responsibilities for the day to day administration of discipline.
3. The principal or his/her designee shall have the right to establish building policies to cover those discipline situations not addressed by the discipline code.
4. The building principal, or his/her designee shall have the right to register an objection to a decision of the pupil personnel center supervisor(s) to the Superintendent for the purpose of affecting future decisions.
5. The central administration may offer advice, guidance and consultation regarding a discipline decision in a school; but, will not strive to direct the results of discipline decisions.
6. When it has been determined that a student is improperly attending a school due to misleading residency information, the student must be transferred to the appropriate school. Any exception to this provision requires that an out-of-district permit be approved by the receiving principal, the appropriate cross-categorical supervisor and/or the appropriate Cabinet person.
7. No student who has been properly excluded will be sent back to school prior to serving the exclusion; unless, there has been a modification by the appropriate pupil personnel supervisor. This provision shall not be construed so as to preclude a modification on appeal of the penalty imposed.
8. Once a student discipline case has been referred to a pupil personnel center, central administration may offer advice, guidance and consultation, but; will not strive to direct the results of the hearing.
9. The Board recognizes the importance of supporting administrators in potential job related litigation and legal issues. In the performance of his/her duties, a Supervisor and/or building principal, or his/her designee may request the presence and/or advice of the Board Attorney through the Superintendent or his/her designee. If the request is denied, the appropriate assistant superintendent will provide direction as to the manner in which the administrator should proceed prior to meeting with an attorney.
10. If a special education student is referred to a pupil personnel center for an expellable offense,

the center supervisor must hear the case provided that all appropriate procedures are completed at the building level per IDEA.

C. Student Attendance Hearings

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

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

D. Non-Attending Students

TAAP and the administration may annually plan and co-host an in-service for all secondary principals and matrix personnel that record and monitor student attendance or conduct attendance hearings for both regular and special education students. Two (2) sessions may be held after the work day to accommodate the schedules of those attending. If the session is held before or after regular work hours, participants will be paid at the hourly rate. The policies and procedures to be followed regarding the non-attendance of special education students can be found in the School Assistance Center Standard Operating Procedures Manual.

ARTICLE XIX –

MATRIX INTERN PROGRAM

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

**ARTICLE XX –
MATRIX INSERVICE AND/OR
MATRIX TRAINING PROPOSALS**

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

1. District wide matrix in-service and/or all matrix training proposals developed by the Board will be presented to TAAP (through the TAAP Leadership Steering Committee) for its review and discussion before any implementation thereof. Such programs and training will be jointly agreed to, jointly planned, and jointly presented.
2. TAAP funds (funds specifically negotiated for; or, allocated to, jointly sponsored training programs such as the TAAP Leadership Program and the Urban Leadership Development Program (ULDP) will not be used for matrix in-service or training programs with which the TAAP Leadership Program Steering Committee does not agree.
3. Planning and/or input for matrix in-service and/or matrix training will be provided through the TAAP Leadership Program Steering Committee.
4. The Board shall honor its commitments, including funding commitments to the ULDP through a learning partnership signed by the University of Toledo, the Board, and TAAP.
5. The Board and TAAP may engage in joint planning with representatives from any college for the purpose of establishing programs of mutual benefit so long as the engagement is approved by the TAAP Leadership Program Steering Committee and so long as the Board honors its commitment under paragraph four (4) above.
6. Matrix persons who are required to attend inservice outside their work day/work year will be paid at negotiated rate for required in-services.
7. The TAAP Leadership Program Steering Committee will be recognized as the District-wide sponsor of matrix professional development.
8. All TAAP professional development must be submitted to the TAAP Leadership Program Steering Committee for review. Leadership Academy approval is required prior to the professional development for II matrix persons. Further, professional development for teachers that may be beneficial for matrix personnel shall be open to matrix participation.

9. Upon submission of completed/verified certificates the LPDC will validate and return contact hour certificates.
10. TAAP Leadership Program Steering Committee will also be responsible for reviewing PGC proposals submitted by matrix persons and the Retirement Recognition Program.

B. TAAP Leadership Program

1. TAAP Leadership Academy. The TAAP Leadership academy is an annual, thematic in-service/training academy for matrix persons designed to inform/educate them regarding “best practice” school/workplace reforms.
2. TAAP-START. TAAP-START, a training program for administration is found in The Leadership Model. TAAP Specific Technical Administrative Responsibilities Training (TAAP-START) will require each newly appointed/promoted matrix person to complete a specific, technical, administrative responsibilities training program successfully, during the early months of his/her new matrix position with a concentrated pre-service program as appropriate. TAAP and the administration will mutually develop the format, write the curriculum, teach the individualized units, and design the evaluation instrument.
3. TAAP Leadership Programs. Steering Committee TAAP Leadership Programs (TAAP Leadership Academy and TAAP-START) shall be governed by an eleven (11) member TAAP Leadership Programs Steering Committee appointed by TAAP and chaired by the TAAP Leadership Program Director.
4. TAAP Leadership Program Budget. This provision shall be suspended for the duration of the 2011-2013 Agreement. Effective August 1, 2008, the budget amount will be one hundred thousand dollars (\$100,000). The TAAP Leadership Program budget shall be administered by the TAAP Leadership Program Steering Committee. Any monies not spent during the fiscal year shall be carried over to the next year. Expenditures from this shall include: printing costs, secretarial stipends, supplies, and special stipends presenter stipends.
5. TAAP Leadership Program Director.
 - a. A matrix person shall be appointed to serve as TAAP Leadership Program Director and shall

be paid out of the TAAP Leadership Program Budget (for the duration of the 2011 – 2013 agreement) the appropriate stipend as outlined in the TAAP Agreement.

- b. The TAAP Leadership Program Director shall be responsible to the President of TAAP and the Assistant Superintendent, Human Resources
- c. The TAAP Leadership Program Director shall be responsible for the development of the TAAP-START Program including: establishing the in-service agenda, procuring the staff to teach the units, and locating the appropriate site(s) for the in-service meetings.
- d. The TAAP Leadership Program Director shall also be responsible for coordinating the Peer Mentor, as well as, the Matrix Intern Program. As such he/she shall coordinate the training available under all three (3) programs, forward descriptive information concerning available resources, meet regularly with peer mentors to share information and ideas, and track appointees and interns.
- e. The TAAP Leadership Program Director shall administer a budget of one hundred thousand dollars (\$100,000) which will be allocated annually. Any monies not spent during the fiscal year shall be carried over to the next year. Expenditures from this budget shall include: printing costs, secretarial stipends, supplies, and special presenter stipends. This provision shall be frozen for the duration of the 2011-2013 Agreement.

C. Participation in the TAAP-START Program

Participation in the TAAP-START Program for all newly appointed/promoted matrix persons is mandatory.

D. General Provisions

1. The administration will make every reasonable effort not to schedule paid in-services during a matrix person's work day.
2. Subject to prior approval by the Superintendent or his/her designee, matrix personnel in attendance at in-services conducted by the Board shall be compensated consistent with the following guidelines:

- a. payment shall be made when other staff members are compensated.
 - b. payment shall be made when money is provided for specific in-services
 - c. payment shall be made when in-service meetings are scheduled for weekends; or, other days not scheduled for matrix persons to work
 - d. full day mandatory in-services, which are scheduled during the work year of matrix persons in August and/or June have a significant impact on the duties necessary for the opening, or closing, of schools, therefore a matrix person may apply for extended time in accordance with Article VIII-A of the TAAP Agreement
 - e. the rate per hour shall be the rate negotiated by TAAP in this agreement, unless there is mutual agreement by the union(s) participating to accept other arrangements
 - f. matrix persons attending mandatory in-services will be paid at the specific rate for mandatory in-services
 - g. payment for in-services for matrix persons shall not begin prior to the end of the scheduled work day (with the exception of d above) for a school building administrator, and 4:30 p.m. for all other administrators, payment shall be calculated to the nearest fifteen (15) minutes.
3. In-service and/or general orientation meetings shall be held for newly appointed matrix personnel by their immediate superior.
 4. Matrix persons who provide in-service instruction outside of their work day/work year shall be compensated the negotiated rate for in-service presentations that takes place outside of the work day/work year. Presenters will be paid an additional two (2) hours at the TAAP hourly rate for preparation of an initial presentation. If that presentation is repeated there will be no additional preparation time. Should a curriculum director chair a textbook committee for which he/she has not been selected, the curriculum director shall be compensated at the negotiated rate for time spent outside the work day/work year.

E. Local Professional Development Committee (LPDC)

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

**ARTICLE XXI –
SCHOOL BUILDING ORGANIZATION**

A. Guidelines for Staffing of Schools

The Toledo Public Schools shall have the discretionary authority to staff all schools, buildings and locations with matrix personnel to advance the educational mission of the Toledo Public Schools consistent with its fiscal capabilities.

1. The sum of the official October Enrollment Report shall be the instrument used for the purpose of establishing school staffing as determined by the Superintendent. Matrix person(s) displaced because of decreased pupil enrollment shall have the right to return to their original assignment, if and when such opening exists, provided a request in writing for such return is made to the Human Resources Office. Such requests must be updated annually.
2. An official October Report will be sent to the TAAP office when it is finalized each year.
3. In the event that school closing, reduction in district-wide enrollment which necessitates suspension of contracts pursuant to Section 3319.17, or major reduction in available funding makes it economically unfeasible to operate the

staffing levels herein, the Superintendent and the President of TAAP shall enter into discussion concerning methods available to meet such financial problems and reach agreement on the actions to be taken.

4. Any reductions from present staffing levels necessitated by these formulas shall be made at the rate of one (1) per year per building.

B. Elementary Schools

Recommended K-8 Staffing Guidelines:

- Add assistant principal if enrollment of 399
 - Add half-time counselor if enrollment of 599
 - Add full time dean if enrollment of 699
 - Add second counselor if enrollment of 800
 - Add second dean if enrollment of 1000
 - Add third counselor if enrollment of 1100
 - Counselors are attached to SAC
 - TAAP and the Board agree to implement the agreed staffing configuration for the 2011-12 school year. TAAP and the Board agree to review the staffing needs by no later than the conclusion of the 2011-12 school year and agree to consider the above K-8 Staffing Guidelines for the next school year and subsequent years. TAAP and the Board acknowledge that some schools may require additional staffing (assistant principals, deans, counselors) to maintain a safe environment conducive to instruction and the Board may add staff after consulting with TAAP.
1. All elementary schools shall have a principal unless there is mutual agreement between TAAP and the Superintendent to combine some assignments.
 2. In those cases where a principal is responsible for two (2) buildings, the principal shall be paid a rate to be negotiated with TAAP. These buildings must be two (2) or more separate buildings, not on the same campus; or, where due to OSFC considerations it requires using the old school, as well as the new school because enrollment exceeds the capacity of the new school; or, those facilities that require designated administrators to be responsible for them by the State Department of Education.

3. Elementary counselors will be attached to School Assistance Centers and assigned to elementary schools on an equitable basis except where counseling services are provided through a school-wide grant.

Elementary Principal Pay Classification – Matrix personnel will retain their 2010-11 classification for the duration of this agreement, unless promoted.

Parent/Teacher Conferences

- a. Principals will determine parent/teacher conference times by polling the school teaching faculty.
- b. The principal will construct and distribute the appointment schedule to the teaching staff.
- c. If the District desires to schedule additional parent/teacher conferences beyond those established by the District Calendar the principal will be paid at a rate negotiated with TAAP.

Academic Initiatives

- a. When a District-Wide academic initiative and/or a School based academic initiative has been approved by the School Improvement Committee (see Article XXIV) the impact of the academic initiative (District-Wide and/or School based) on matters of salary, fringe benefits and all other conditions of employment (see Article I-B) will be negotiated with TAAP.

Grove Patterson Academy

- a. The work year of the Grove Patterson Academy Principal may be extended five (5) days at his/her daily rate (222 days to 227).

Old West End Academy

- a. If there is an extended work day, the principal of the Old West End Academy may be paid additional compensation for duties requiring an extended day or extended year to be negotiated with TAAP.
- b. The Board agrees to hire teachers at the Old West End Academy the same way they are hired at the Grove Patterson Academy.

C. High Schools

1. Recommended High School Staffing Guidelines
 - a. Each high school staffed with one (1) principal.
 - b. Each high school staffed with three (3) assistant principals.
 - c. Each high school staffed with two (2) deans.
 - d. Each high school staffed with three (3) counselors.
 - e. Additional matrix persons for each high school whose sum of the October enrollment report equals the following:
 - 1400 add fourth (4th) counselor
 - 1800 add fifth (5th) counselor
 - f. The principal shall appoint a counselor as guidance director.
 - g. The principal shall appoint one of his/her assistants to fulfill the responsibilities of administrative assistant.
 - h. In those cases where a principal is responsible for two (2) buildings, the principal shall be paid a rate to be negotiated with TAAP. These buildings must be two (2) or more separate buildings not on the same campus, or must be required to have designated administrators responsible for them by the department of education.
2. Alternative Schools and Professional Development Schools
 - a. If it is the desire of the administration, or the Board to create additional alternative schools or professional development schools, the following guidelines must be followed:
 - If a committee is created to design an alternative school, TAAP must be afforded equal representation on the committee.
 - Administrative staffing needs must be collaboratively determined with TAAP.
 - All aspects of an alternative school must be discussed with TAAP as an equal partner.
3. Toledo Technology Academy
 - a. The Toledo Technology Academy will be staffed with one (1) director and one (1) assistant director/counselor.
 - b. The Toledo Technology Academy Director will be paid at Class 3.

- c. In addition, the Toledo Technology Academy Director will be paid at the TAAP hourly rate for attendance at staff meetings held each week.
 - d. The Toledo Technology Academy will be governed by the Toledo Technology Academy Governing Board.
 - e. The Toledo Technology Academy Assistant Director will be paid at Class 7 or its equivalent.
 - f. The Toledo Technology Academy Director will be evaluated by the Toledo Technology Academy Governing Board.
 - g. The Toledo Technology Academy Director will report to the Director, Career Technology and the Assistant Superintendent, Secondary for:
 - implementation of Board Policy
 - day to day operations (i.e. parent concerns, student discipline etc.)
 - h. If/when enrollment at the Toledo Technology Academy reaches three hundred fifty (350) students, one (1) full-time counselor may be added and the Assistant Director may be paid equal to an assistant principal.
4. Early College High School
 - a. The Early College High School will be staffed with one (1) principal.
 - b. There will be a full-time counselor.
5. The Phoenix/Polly Fox Academy
 - a. Matrix persons assigned to the Phoenix Academy shall be contracted from the Toledo Public Schools.
 - b. All matrix staff employed at the Phoenix/Polly Fox Academy will be members of the TAAP bargaining unit, represented exclusively by the Toledo Association of Administrative Personnel, UAW Local 5242.
 - c. All matrix staff will be employed pursuant to the terms of the collective bargaining agreement between TAAP and the Board.
 - d. The Phoenix/Polly Fox Academy will be staffed by a Principal paid at Class 1, who reports to and is evaluated by the appropriate Assistant Superintendent, Program Development and Advancement.

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

Two (2) counselors

One (1) assistant principal

One (1) elementary attendance coordinator

The staffing levels of the Phoenix Academy will be recommended by the Phoenix Academy Board. All changes in staffing will be reviewed by Human Resources and will be negotiated with TAAP.

- f. TAAP, the Governing Board of the Charter, and the Board of Education will jointly interview, select, and appoint the appropriate matrix staff in accordance with the TAAP Agreement.
- g. All items in the TAAP Agreement not mentioned remain in effect.

D. Westfield School

- a. Westfield School serves elementary and secondary special education students.
- b. Westfield School will be staffed with a principal who has a special education license .
- c. Westfield School contains students with severe behavior issues, many of whom have parole officers assigned to them who require access and/or copies of transcripts and grades.
- d. The elementary counselor assigned to Westfield School is required to develop a guidance program and also create class schedules for the students.
- e. The elementary counselor assigned to Westfield School is entitled to guidance director pay.

E. District-Wide and/or School Specific Grants

- a. When the District and/or a specific School contemplates applying for a grant the following guidelines will be followed:
- a District-Wide Grant application will be discussed with and approved by the School Improvement Committee if the grant crosses over bargaining units
 - a School Specific Grant application will be discussed with and approved by the School Improvement Committee if the grant crosses over bargaining units
 - a bargaining unit specific grant will be

discussed with and approved by the appropriate bargaining unit.

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

F. Assignment of Special Education Students to Counselors

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

G. Specialists' Schedules

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

H. Special Education Staffing

The appropriate SAC Coordinator, through the Cross-Categorical Supervisor will discuss with the Principals in his/her learning community proposed changes in special education classes, as well as, with transportation. The Director, Student Services will review these recommendations with the appropriate Cross-Categorical Supervisor and forward them to the appropriate Assistant Superintendent. As staffing information is distributed to Principals and Central Office personnel the Cross-Categorical Supervisors will receive the same information.

I. Delivery of Attendance Forms, Discipline Forms, Computer Usage Forms, Student Conduct Forms, Whose IDEA Is It Forms, and Emergency Medical Forms

Arrangements will be made to assure that these forms will be delivered to the schools the last week

in August. Principals will not be required to pick-up these forms. The Board may provide electronic forms.

J. Dispensing Medications

Matrix persons may be required to dispense medications to students when there is no full-time nurse and receive additional compensation, if any, to be negotiated with TAAP.

K. School Beverage /Vending Machine (BVM) Funds

If Beverage/Vending Machine Funds become available , the District and TAAP will negotiate over the distribution of the proceeds in accordance with the following guidelines:

1. All Principals will receive:
 - a. a copy of their building's sales and distribution of BVM products; and
 - b. a copy of the distribution of BVM-generated funds to the assistant superintendent.
2. BVM money should be distributed to the schools twice per year by a formula reflecting the school's percent of BVM sales with payments being distributed to the schools by March 1 and August 1;
3. Money will be distributed to the schools into Board-approved accounts designated by the principal and;
4. Elementary schools that choose not to participate in the sale of BVM products will not receive direct BVM fund allocations.

L. Per Pupil/Capital Improvement Money

Per pupil/capital improvement monies that are distributed to the schools (based on enrollment) will be governed by past practice, provided funds are available as determined by the District.

M. Student Identification Cards

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

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

Protocols and Contact Process to be followed by

Agencies working in the Toledo Public Schools can be found in the School Assistance Center Standard Operating Procedures Manual.

Protocols to be followed by Agencies Working in Toledo Public Schools

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

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

Contact Process

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

Counselor, the Agency Representative, and any other school personnel as necessary.

4. Agency contacts in K-8, and High Schools will follow the same contact process with the following exception:

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

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

O. Logistics of School Closings and Transitions

It is understood that language in this section of the TAAP Agreement applies to all schools, satellite sites, administration building, and any other location when a move is forced by closing and moving a site on an involuntary basis. This language does not cover the movement of offices and/or departments at the same location. This language should apply to all future situations without the need to write a specific Memorandum of Understanding. The Board agrees to pay matrix personnel required to move if it is done beyond the workday/work year at a rate to be negotiated.

Security Support Staff Assignments

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

Extended Time Payments (If approved by the Board in its discretion)

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

**P. Extended School Year (ESY)
(If approved by the Board in its discretion)**

1. The assignment of the ESY Program to a school requires that an administrator be on duty at the site.

2. The administrator at the site will receive his/her daily rate to cover the required times and days.

ARTICLE XXII –

SUMMER SCHOOL/NIGHT SCHOOL [SUSPEND FOR THE DURATION OF THE AGREEMENT]

A. Summer School

1. General Provisions
 - a. All matrix positions in summer school shall be filled by matrix personnel where available.
 - b. Matrix persons interested in a summer school matrix position must apply in writing to the Human Resources Office when the position is posted.
 - c. All summer school applicants shall receive notification by June 1st, that they have been hired, or they have not been hired
 - d. Summer school vacancies shall be filled utilizing the matrix selection procedure as set forth in Article III and in the TAAP Leadership Model.
 - e. Matrix persons holding summer school matrix positions, including coordinators, shall be limited to three (3) years consecutive service, unless there is no applicant for the job.
 - f. If a matrix person refuses an assignment offered to him/her, said matrix person shall not be eligible for a summer school matrix position for three (3) years.
 - g. Each matrix employee shall receive a supplemental contract at the negotiated rate.
 - h. Two (2) matrix persons will be appointed in accordance with a, b, c, and d above to coordinate the overall summer school programs. One (1) will coordinate Elementary Summer School and one (1) will coordinate Secondary (Junior High/Middle School and High School) Summer School. The matrix persons selected can hold these positions for three (3) consecutive years.
2. Elementary Summer School
 - a. The number of matrix staff for elementary summer school programs shall be mutually agreed to by TAAP and the elementary Summer School Coordinator.

- b. The elementary summer school programs referenced in a, above refers to general summer school locations that draw students from the entire District into them. General Elementary Summer Schools are staffed in accordance with a, b, c, and d above.
- c. Reading Academy Intervention Summer Education (RAISE) Summer School
- The RAISE Summer School is a site specific summer school program serving specific children from their home school, such as preference will be given to staffing the principalship from matrix staff assigned to the site
 - The RAISE Summer School Principal will be responsible for administering the RAISE summer school instruction component which will take place during June and July.
 - RAISE Summer School Principal and RAISE Summer School coordinator pay is addressed in Article XXXI-J of the TAAP Agreement.
 - (New) RAISE Summer School Principals and the Summer School Coordinator will participate in four (4) training sessions on Saturdays and will be paid at their daily rate. (Experienced) Principals and Coordinator will only have one (1) day of training at their daily rate.
 - The RAISE Summer School Coordinator will provide all Summer School Principals with: a summer school attendance policy in writing; a copy of the summer school lesson syllabus developed by the Reading Academy.
 - Timesheets will be sent to the Elementary Summer School Coordinator.
- d. Adding English as a Second (2nd) Language to Elementary Summer School
- If the District decides to add ESL to existing Elementary Summer School Sites the Principals at those sites will be paid three (3) hours per day at the TAAP negotiated hourly rate for (16) days.
- e. Any additional program added to Elementary Summer School will only be added after discussion with TAAP to establish the pay for performing the additional duties.

3. Junior High/Middle School Achievement Summer School
 - a. The process to be utilized to fill matrix positions at a general summer school location are identified in a, b, c, and d above.
 - b. If Junior High/Middle School Summer School is site specific (serving those students who attend the school) preference will be given to staffing the principalship from matrix staff assigned to the site.
 - c. If the Junior High/Middle School Achievement summer school program is offered as a specific school program for a specific Junior High/Middle School then those principals participating will have the opportunity to attend the Middle Schools Principals Convention with approved expenses equally charged to the Training and Development Fund and the TAAP Professional Conference Fund.

4. High School Summer School
 - a. Minimum matrix staffing for each summer high school site shall be:
one (1) principal one (1) assistant principal
one (1) dean
 - b. In the summer high school program preference shall be given to staffing at least (1) Matrix person from that building.
 - c. Testing Coordinator: A testing coordinator will be hired for each site offering testing during the summer.
 1. The testing coordinators will be paid the TAAP hourly rate for seven hours to coordinate testing over two days time
 2. The testing coordinators will be paid their daily rate for one day to complete the following:
 - Picking up the test materials from the testing office, preparing the materials for distribution, and distributing them to the respective assigned high schools.
 - Assisting with the administration and monitoring of the OGT tests at the appropriate site.
 - Collecting all testing materials, boxing the tests to prepare them for forwarding

to the state and delivering all testing materials to the testing office.

- d. In addition, one (1) Test Proctor for every thirty (30) students if the test is offered in a classroom and/or auditorium, cafeteria, and/or gym will be provided. Test Proctors will be paid the TAAP hourly rate for three (3) hours per day for each day of the proficiency test.
5. Should a specific school or group of schools develop a unique district or grant summer program, matrix personnel will be paid at the daily or hourly rate as determined by mutual agreement of Human Resources and TAAP.

ARTICLE XXIII – SPECIAL SERVICES

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

A. Timelines/Processes/Procedures

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

B. Student Discipline

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

C. Special Education Services

Under the school assistance center, the cross-categorical supervisor for each center is responsible for securing special education services for properly identified students in the feeder-district. When services are not available

in the feeder district, the supervisor may elect to contact another supervisor to seek services in their feeder-district; or, the supervisor can refer the student to the case manager. In these cases, the case manager is responsible for all aspects of securing proper services and processing the authorization. This includes, but is not limited to:

1. Verification of available space in the center area with the receiving supervisor.
2. Notification of the receiving supervisor of the intent to provide services to a student in the respective center's area.
3. Confirmation of the starting date with the receiving school.
4. Notification/confirmation of the services with the parent/guardian.
5. Arrangement for bus transportation, if necessary.
6. Written notification to sending principal/counselor, sending teacher, receiving principal/counselor, and parent, prior to the student's actual transfer date. The above procedure is designed for students making lateral program transfers. For students who move into the district with a valid IEP from another district, the principal should enroll the student in his/her home school in regular education until the IEP is reviewed and appropriate placement is authorized by the cross-categorical supervisor. If the student is changing his/her special education program or is identified for initial low incidence service, the sending cross-categorical supervisor should notify the receiving cross categorical supervisor as to the need for a conference prior to placement. The sending cross-categorical supervisor is responsible for the packet and the placement staffing. The receiving cross-categorical supervisor is responsible for setting up this conference.

D. Intervention Response Team (IRT)

1. Intervention Response Team
 - a. The principal or his/her matrix designee shall serve on any IRT established in his/her building.
 - b. The IRT shall determine the appropriateness and adequacy of interventions in accordance with the guidelines mutually developed by the TFT, the administration, and TAAP (see Appendix 6).
 - c. The IRT will be trained in the Intervention Response Process.

E. Least Restrictive Environment Service Options

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

F. School Assistance Centers

1. Concept:
 - a. Six (6) school assistance centers have been established by high school feeder pattern to provide direct and consultative services to schools. The Early Childhood/Pre-School SAC has been established to serve the District’s Early Childhood/Pre-School Program. The center’s mission is to address a wide array of student needs.
 - b. Located in each center are elementary counselors, psychologists, a cross-categorical special education supervisor, as well as, other student support personnel. (i.e. in-class support specialists etc.)
 - c. These professionals work closely with teachers and principals to provide support and assistance to students at the classroom level.
 - d. All schools will eventually have the intervention assistance provided by Intervention Response Teams.
 - e. Each SAC is led by a coordinator.
 - f. Each center has the responsibility to:
 - recommend the hiring of center matrix staff
 - develop center budget proposals
 - administer the center budget through the SAC coordinator
 - develop and administer LRESO
 - identify and recommend needed classroom space to the Director, Student Services
 - provide SAT/IAT training
 - provide IEP training
 - determine program needs including ESY
 - \$3,000 has been allocated annually to each school assistance center for training and Program development

G. School Assistance Center Steering Committee

1. A school assistance center steering committee has been established to include the following members:

TAAP president

Superintendent's designee

Director, Student Services

Director, Transportation

Case Manager

one (1) Elementary Counselor

School Assistance Center Coordinators, by Learning Communities and Early Childhood

- a. The TAAP President and Director, Student Services will serve as co-chairpersons of the School Assistance Center Steering Committee.
2. The purpose of the School Assistance Center Steering Committee is to make sure that there is compliance with the following criteria:
 - a. Every school will serve its own high incidence special education population in a "least restrictive environment" by providing appropriate direct support to the classroom. The first (1st) priority will be to keep high incidence elementary students in their home school. Whenever the school district remodels existing buildings or constructs new facilities/school buildings, provisions will be made in all facility plans for all with special needs to be served in their home school.
 - b. IRT teams, through appropriate training, will create and facilitate alternative classroom strategies and/or interventions prior to recommending MFE and services.
 - c. Require "least restrictive environment" classroom support for the children identified for high incidence special education service as the initial strategy prior to placement in a self-contained unit.
 - d. The establishment/maintenance of special education units takes precedence over pilot projects, satellite office sites, art and music specialists, and granting out of district transfers.
 - e. The committee shall review the establishment and the placement of all special education units to assure compliance with (a) through (d) above.
 - f. The committee will review the assignment of

elementary counselors, psychologists, and cross-categorical supervisors to centers to assure an equitable distribution of assignments.

- g. The committee will review center problems and procedures in an attempt to improve performance.
3. The school assistance center steering committee will meet monthly.

H. Cross-Categorical Supervisors

1. Cross-Categorical Supervisors shall be responsible for evaluating special education teachers, therapists, and other related service staff consistent with the Supervision, Evaluation, Goal Setting known as the "Toledo Plan."
2. The Cross-Categorical Supervisors in concert with the building Principal shall hire all new special education teachers, therapists, and other related services staff in accordance with Article XVI-E-2.
3. If a special education student is referred for a hearing at a pupil personnel center, and the school recommendation is a change of placement, or a change in their IEP, the Cross-Categorical Supervisor should hold an IEP conference at the appropriate school and include a copy of the modified IEP, as well as, any recommendation for a change of placement in the student's file which the appropriate school personnel should bring to the hearing. The Cross-Categorical Supervisor is not required, nor encouraged to attend Pupil Personnel Center hearings.

I. Psychological Services

1. The pupil-psychologist ratio in the Toledo Public Schools shall reflect the ratio contained in the Operating Standards for Ohio's Schools serving Children with Disabilities including rules governing pre-school programs for disabled children.
2. The annual caseload for a school psychologist shall be consistent with state guidelines.
3. The services of the school psychologist shall also include consultation with educational staff in implementing or modifying instructional strategies, classroom management procedures, intervention strategies and follow-up activities.
4. The Toledo Public Schools will honor future state mandated standards as of the State's mandated date of implementation.

5. The ability to do re-evaluations will be expanded to include all of those matrix persons who are eligible and who are properly trained if/when the District is unable to complete all of the required re-evaluations. The Board will provide the training and pay the participants to attend.
6. Private contract services for the purpose of completing re-evaluations will be limited to those re-evaluations:
 - a. not covered by Toledo Public Schools psychologists.
 - b. not covered by supplemental contracts offered to Toledo Public Schools psychologists.
 - c. it is understood that the assignment completion of re-evaluation as defined (a) or (b) above will not in any way hinder the completion of initial evaluations within state and federal timelines.
7. A psychologist supervising an intern will be capped at ten (10) supplemental re-evaluations after completing his/her assigned required reevaluations.

J. School Assistance Center Matrix Staff Evaluations

See TAAP Leadership Model

K. School Psychologist Intern Program

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

L. Facilitating Referrals, Testing, and Initial Evaluations

1. Parent or Teacher Referral for Assistance
 - A parent of a teacher may make a referral to the RIT (Response to Intervention Team) or to the principal if no IRT exists in the building. Use form PR-04 and/or Parent

Request for Consultation-Assistance (stock #2401).

- Interventions are developed to target specific behavior or academic needs with measurable goals, stated duration, and evaluation criteria for success. These interventions are monitored by the IRT, the principal, counselor, school psychologist, or the behavior specialist.
- Interventions must be documented and data provided for all multi-factored evaluations (MFE).

2. Referral for a Multifactor Evaluation (MFE)

- The IRT assures the “Referral for Assistance/Evaluation” (Form PR-04) is completed and reviews the documented interventions
- The principal should ensure parents are provided “Prior Written Notice to Parent” (Form PR-01), “Parent Consent for Evaluation” (Form PR-05), and the “Procedural Safeguards Notice”
- The principal should ensure that the completed “Referral for Assistance/Evaluation (Form PR-04), “Prior Written Notice to Parent” (Form PR-01), “Parent Consent for Evaluation” (Form PR-05) and CIMS form AP1 are sent to the School Assistance Center (SAC) to be entered on CIMS. The school psychologist will receive a copy of each.

3. The Multifactor Evaluation (MFE)

- The psychologist is the chairperson of the MFE process.
- The Evaluation Team Report (Form PR-06) is completed. The psychologist chairs the post-evaluation conference. Team members include:
 - The student’s teacher
 - Principal
 - IRT team member
 - Parents
 - Others, as needed
- The completed PR-06 is sent to the School Assistance Center (SAC) and the information is entered on CIMS.
- Copies are distributed to the Cross-Categorical Supervisor, principal, and parent.

4. The Individual Education Program (IEP)

- The principal is the chairperson of the IEP writing process.
- The principal schedules the IEP meeting using the “Parent Invitation” (Form PR- 02).
- Team members include:
 - The student’s teacher
 - Principal
 - Parents
 - Special Education Teacher or,
Cross-Categorical
Supervisor if teacher not available
 - Psychologist, as needed
 - Related service personnel, as needed
- The Cross-Categorical Supervisor should attend all initial IEP conferences for students with low incidence disabilities (MD, HD, OD, ED, VD, OHI, TBI).
- The principal reviews the IEP Sequence Form (IEP-606) and appoints recorders or writers of the IEP. All members of the IEP team are to contribute to the writing of the IEP.
- After the IEP is written, the IEP is forwarded to the SAC where it is entered on CIMS and given to the Cross-Categorical Supervisor for authorization of services.
- The IEP is then distributed by the SAC to parents and the school where the student receives services. PLEASE NOTE: Parents should be given a copy of the IEP following the IEP conference whenever possible.

M. Completion of Reevaluations

1. The School Assistance Center (SAC) in collaboration with the feeder district principals will construct a Special Education Reevaluation Plan which completes all of the reevaluations identified in that Feeder District for the school year. The Special Education Reevaluation Plan will be submitted to the Director, Student Services. Reevaluations will be assigned as follows: psychologists will be expected to complete six (6) reevaluations per month for ten (10) months. The assignment of reevaluations will be reviewed by the administration and TAAP at the conclusion of each school year. Additional reevaluations can be assigned at the negotiated rate if required on

a voluntary basis. Reevaluations can also be assigned on a voluntary basis to counselors, cross-categorical supervisors, principals, and assistant principals if needed by the school assistance center coordinator, after appropriate training.

N. Completion of IEPs

1. The building principal is responsible for developing the Master IEP Schedule.
2. Grades K-5 will conduct IEP Conferences during the month of the anniversary of the student's MFE date. For K-6 buildings with ten (10) or more special education units, additional help for alternative plans will be developed mutually between the Board and TAAP. Plans for these buildings could include: assignment of additional personnel, delayed starts, and/or after school payments negotiated at the negotiated rate.
3. To enable administrators and regular education teachers to attend IEP conferences, no IEP conferences will be held during the formal district parent teacher conference days. IEP conferences are to be held prior to November 15th.
4. Self-contained K-6 elementary schools will follow the elementary IEP schedule outlined in Section one (1) and two (2) above.

O. Block Scheduling

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

P. Special Education Representation

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

Q. Access to Computer Labs for Students with Disabilities

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

R. Separate Facility/High Needs Cross-Categorical Supervisor

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

- all separate facilities placements and staff supervision
- liaison for families or other high need special education student
- provide assistance in placement of autistic, separate facility, medically fragile, or other high needs special education student
- representative to the Lucas County Cluster
- liaison to outside education service providers for T.P.S. students
- reports to the Director of Student Services

S. SAC Technology Resource Specialist

The SAC Technology Resource Specialist is funded by Medicaid Reimbursement to the SAC Centers and will continue for as long as Medicaid monies area available. he function of the SAC Technology Resource Specialist (SAC TRS) is to assure proper functioning within each of the School Assistance Centers and to maintain the IEP Program on the server. The SAC TRS is responsible to:

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

T. Standard Operating Procedures

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

ARTICLE XXIV – CURRICULUM

A. Organization of the Curriculum Division

The Board and TAAP agree that the Curriculum Division will be organized to incorporate the following premises:

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

Assignments of Matrix persons to any curriculum related committee or team shall be made by the Superintendent or his/her designee in consultation with TAAP.

B. School Improvement Committee

1. The purpose of the School Improvement Committee is to actively support those schools who are well into the school reform process, actively assist those schools who are interested in school reform, but perhaps need some help getting started, and to aggressively challenge those schools who appear to be content where they are, to get started.

2. TAAP shall maintain equal representation and equal voting rights with other members of the School Improvement Committee.

C. School Improvement Plan Review

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

D. Testing

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

E. TAAP Curriculum Committee

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

4. TAAP shall be consulted before any new educational programs are initiated or adopted. Such initiations or changes shall be developed cooperatively. This provision is not intended to give TAAP veto power.
5. Information regarding procedures to be followed for proposals for special funding is set forth in Appendix G.

F. Joint Board/TAAP/TFT Curriculum Committee

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

G. Academic Initiatives

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

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

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

**ARTICLE XXV –
TEAM MANAGEMENT**

A. Committees

The Toledo Association of Administrative Personnel recognizes the importance of establishing and participating on committees which identify conditions, generate alternatives, and make recommendations concerning, but not limited to, such issues as: policies/procedures specific problems or issues and their solutions work conditions. Unless negotiated otherwise, such participation is considered part of the Matrix person's regular duties and responsibilities without additional compensation.

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

1. Committee identification process. All committees shall be reviewed by the TAAP President and the Superintendent, or his/her designee, to determine whether:
 - a. A proposed committee is directly related to the contract existing between the Toledo Board of Education and TAAP. When such determination is made, these committees shall be identified as "contractually related."
 - b. A proposed committee generally having no direct relationship to this contract, but which could by nature of some discussions/topics become "contractually related" shall be identified as "administrative team committee."

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

2. Selection process

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

- a. Contractually related committees

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

- b. Administrative team committees

The selection of matrix persons to serve on

administrative team committees shall be determined by the following guidelines:

1. All administrative team committees shall be chaired by the appropriate cabinet officer or his/her designee.
 2. All administrative team committees shall be announced in the staff bulletin. This announcement shall include the number of committee positions available, to whom to apply, and a specific cut-off date for requests to serve.
 3. A list of all matrix persons who applied to serve on the committee shall be prepared and shall be used by the head of the department and the president of TAAP to mutually select the committee. A copy of this list shall be provided to the TAAP President.
 4. Committee members shall be listed alphabetically without reference to their matrix position.
 5. The appropriate cabinet officer shall have the right to review and/or modify the composition of any administrative team committees upon consultation with the TAAP President.
3. Selection process (exception)
- There may be times when circumstances make it impossible to follow the selection process for administrative team committees as defined in the selection process above. When this occurs, the following guidelines shall be followed:
- a. The TAAP President and the Superintendent or his/her designee shall mutually agree to waive the selection process for administrative team committees.
 - b. A “special task force” shall be mutually selected by the TAAP President and the Superintendent or his/her designee.
 - c. The establishment of a “special task force” shall not exceed three (3) months unless this provision is mutually waived by the TAAP President and the Superintendent or his/her designee.
 - d. It is understood that Section 4 Committee Reports/ Recommendations applies in total to “special task forces.”

4. Committee reports/recommendations
 - a. All committees shall furnish a copy of their report or recommendation to the TAAP resident prior to any attempt to implement their recommendations.
 - b. If TAAP were to foresee problems arising due to the contents of the report or the recommendations of any committee, the TAAP President shall have the opportunity to intervene and attempt to resolve the potential problem(s) with the appropriate division head (deputy or assistant Superintendent).
 - c. TAAP matters remaining unresolved at any meeting with a designee of the Superintendent may be appealed directly to the Superintendent.
5. Joint committees
 - a. A joint committee is any committee that currently exists or subsequently is created where members of TAAP serve with members of the TFT and/or AFSCME (i.e. textbook committees, inservice committees, system-wide in-services, special projects, labor management committees [see Appendix F]).
 - b. When such committee is formed, it shall conform to the following guidelines: If less than five (5) members from each organization are required, the representation from all organizations will be equal in number. If more than five (5) members from each organization are required, the ratio of TAAP members to TFT and/or AFSCME members on any committee shall never be less than eighty percent (80%) unless TAAP specifically waives this provision.

B. The Budget

The Superintendent or his/her designee will meet with the TAAP President to review the budget prior to its submission to the Board. At this meeting, the TAAP President shall be given the opportunity to consult with/present an alternative plan to the Superintendent or his/her designee prior to any recommendations being made to the Board.

C. Department Reorganizations

1. Whenever a department reorganization is being contemplated, the head of the department shall consult with the members of the affected department and a TAAP representative to seek appropriate input.

2. The Superintendent's designee must consult with the TAAP President prior to the implementation of the proposed reorganization.
3. When a reorganization plan involves any change in job descriptions and the positions are currently occupied, the job descriptions must be reviewed and approved by the matrix review committee. If the positions are vacant, changes in job descriptions must be reviewed by the matrix review committee. To clarify, department reorganization plans shall not be used to eliminate positions currently occupied by matrix personnel nor alter job descriptions of current matrix personnel without approval of the matrix review committee.”

D. Medicaid Reimbursement

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

The above mentioned matrix persons will be paid a rate negotiated with TAAP for performing these duties.

2. The form to be used to gain Medicaid reimbursement for the district is entitled **Toledo Public Schools, Medicaid Professional Services Documentation**.
3. Any future modifications to this form will be discussed with TAAP.
4. There will be a page of definitions and instructions developed by the administration after discussions with TAAP to explain where certain types of activities should be listed i.e. consultations with principal(s), SAT/IAT team, etc.
5. All forms completed will be turned in to the Medicaid Office.
6. The decision to continue and/or expand the Medicaid Reimbursement Program will be discussed with TAAP.
7. Ten percent (10%) of all Medicaid monies raised by the above mentioned matrix persons will be set aside for expansion of special services innovations, and SAC staff. All special services innovations and additional special services staff will be discussed with TAAP.

E. State Required Tests

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

The Principal will select the Building Testing Coordinator.

F. IEP Conferences

1. TAAP and the administration agree to mandatory assignment of all central office administrators and hiring of all available matrix retirees to assist with IEP conferences at schools.
2. These assigned administrators will report to the principal and remain on duty for the entire day.

3. Three (3) representatives of TAAP will work with the administration to establish an assignment process that is equitable to the needs of the schools.

**ARTICLE XXVI –
FACILITIES/PROPERTY LOSS**

- A. Sufficient office furniture, equipment and storage facilities shall be provided in all administrative offices.
- B. Conference areas and/or meeting rooms shall be made available to allow matrix persons to function in a professional manner.
- C. Adequate office space shall be provided to insure privacy for conferences.
- D. Telephone exclusion buttons shall be installed on all lines in the administrative office area upon request.
- E. Both building and central office matrix persons shall be involved in the decision-making process regarding locations of their respective offices and other matters pertaining to these offices. The Superintendent's designee must consult with the TAAP President prior to a final determination.
6. A property loss fund of \$5,000 annually, with carryover of the balance into the next year, is hereby established. The fund will reimburse members of the bargaining unit for property loss, excluding cash, on a \$100 deductible basis after private insurance coverage has been exhausted. This fund will be administered by TAAP. TAAP agrees to suspend funding for the duration of the 2011-13 Agreement, existing balance remains per current CBA.

**ARTICLE XXVII –
LEAVES OF ABSENCE**

A. Sick Leave

1. Sick leave shall be used for personal illness and all other leaves herein shall be separate from and in addition to sick leave except where otherwise provided in this agreement.
2. Matrix persons may accumulate sick leave at the rate of one and one-fourth (1 1/4) days for each completed month of service.
3. Sick leave may be accumulated up to three hundred seventy (370) days.

4. Members of the bargaining unit who have accumulated three hundred (300) days or more of sick leave on December 1, shall be paid three (3) additional days at their daily rate before December 25. Those who have accumulated two hundred (200) but fewer than three hundred (300) days of sick leave shall be paid two (2) additional days. Those who have accumulated one hundred fifty (150) but fewer than two hundred (200) days of sick leave shall be paid one (1) full day. It is agreed that a committee of two (2) TAAP members and two (2) members of the personnel department will review and recommend incentive pay for non-usage of sick leave. If a recommendation is forthcoming before the expiration date of this contract, it will be considered for implementation at that time.
5. A joint panel consisting of one (1) representative of the administration and one (1) representative of TAAP shall be established to review suspected cases of sick leave abuse. The panel shall also be empowered to develop a prescribed plan for required improvement. Referrals can be identified by the panel itself, or, by a matrix person's immediate supervisor. The joint panel will meet with the identified matrix person, when possible, within one (1) week, or, if not possible, within such time as agreed to by the panel. Each referral will be evaluated and if action is warranted, as determined by the merits of the case, a prescribed plan for required improvement will be developed. Concurrence by the panel will be necessary to sustain any prescriptive action recommended. If the panel concurs, action taken may include, but not be limited to the following: the referral may be dismissed; or, a written reprimand may be placed in the individual's personnel file along with the prescriptive plan for required improvement. A prescriptive plan for required improvement shall establish specific timelines and goals and may include specific penalties i.e. reduction of all benefits, excluding health and life insurance, but including sick leave accumulation, and salary. It is understood that this reduction will be proportional to the total number of days absent divided by the number of work days during the period of time examined by the panel. When the employee has complied with all of the specific timelines and goals of the prescriptive plan, he/she shall have his/her full benefits and salary reinstated, without retroactivity, if applicable, and shall be considered released from the

program. Subsequent identification of the same employee or failure of the employee to comply with the prescriptive plan for required improvement may lead to further disciplinary action up to and including possible termination. If the panel fails to concur, the administration may follow normal disciplinary procedures. The employee may appeal at any time during this process by utilizing the TAAP grievance procedure.

B. Matrix Employee Sick Leave Donation Process

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

C. Extended Illness

1. Where a matrix person shall have exhausted his/her sick leave, he/she may be allowed to borrow up to ten(10) days against future sick leave with the stipulation that he/she will return to his/her assignment. If the matrix person fails to return to his/her assignment for any reason, he/she must make restitution for the days borrowed.
2. A member of the bargaining unit whose personal illness extends beyond the termination of his/her sick leave, shall, upon written request by a medical examiner, be granted a leave of absence, without salary, for up to two (2) years. Return to work must be approved in writing by a doctor and any request to return by either thematrix person or the Board must be in writing. Administrators who have exhausted their sick leave shall be returned to their original assignment unless the unpaid portion of the leave exceeds fifteen (15) months. Thereafter the administrator shall return to their original position, if available, or if not, to a comparable position for which he/she is qualified/certified.

D. Previously Accumulated Sick Leave

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

E. Illness or Injury in the Family

Temporary leave or leave of absence with pay of not more than a total of five (5) days per contact year shall be granted for the purpose of caring for a seriously injured or seriously ill member of the matrix person's immediate family. The "immediate family" shall be defined as spouse, child*, mother, father, grandparent, brother, sister, grandchild, stepbrother, stepsister, stepmother, stepfather, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law or a person who has lived in the employee's home as a member of the family for at least twelve (12) consecutive previous months. Upon request of the Human Resources Office, the matrix person shall provide, upon return from leave, the name and address of the attending physician and a release for such attending physician to provide verification of the nature of the injury or illness. If illness or injury in the family leave pursuant to this item is taken beyond the above limits, said leave shall be charged to employee's sick leave. * Child includes: son, daughter, stepson, or stepdaughter, or a child who has lived in the employee's home as a member of the family for at least twelve (12) consecutive months and placed by an authorized placement agency. (Abnormal situations will be discussed).

F. Death in the Family

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

3. If funeral leave pursuant to this item is taken beyond the above limits, said leave shall be charged to employee's sick leave.

G. Death of a Staff Member

When there is a death of a staff member of any school, a delegation may represent the staff at the funeral.

The size of this delegation may be determined based on the following:

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

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

Any school with a staff of twenty-four (24) or less shall be entitled to a maximum of three (3) staff members to be released to attend the funeral.

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

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

H. Personal Leave

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

appropriate daily rate.

5. An additional personal day shall be granted to a member of the bargaining unit for his/her wedding or graduation or the wedding or graduation of the members of his/her immediate family as described in this agreement, or a legal guardian. The day may be taken on a Friday or Monday if the wedding or graduation is on the weekend. In unusual circumstances an additional day for graduation or weddings may be granted if approved by the Human Resources Office. Graduation is defined as one beyond high school unless the highschool graduation is more than 175 miles from Toledo. This additional day may be used when a personal degree is conferred, regardless of the day the ceremony is held. Applications shall be made to the Human Resources Office no later than ten (10) days prior to the event.

I. Court Appearance/Jury Duty

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

J. Religious Observance Leave

Matrix employees shall be entitled to leave for religious observances. Requests for such leave shall be filed in the Human Resources Office at least ten (10) days prior to the religious observance. Leaves for religious observance shall be charged first to unused personal leave. When personal leave is exhausted, all other religious observance leave shall be charged as unpaid leave.

K. Professional Leave (Suspend for the duration of the 2011-13 Agreement)

1. TAAP Professional Conference Fund
 - a. The Toledo Board of Education recognizing the importance of national and state conferences, workshops and school visitation will provide the amount of twenty-eight thousand (\$28,000) per school year to be set aside for the TAAP Professional Conference Fund. The fund shall

be administered by TAAP. Funds not expended shall be carried over to the next school year for additional professional leave expenses.

- b. Monthly reports, including copies of the requests for subsequent purchase orders shall be forwarded to the TAAP office.

2. Disbursement

- a. Local conferences (Toledo and twenty-five [25] mile radius)

- 1. registration

- b. State conferences (beyond the twenty-five [25] mile radius)

- 1. registration

- 2. lodging, if necessary, paid at the single rate

- 3. amount not to exceed three hundred dollars (\$300) if lodging is required

- 4. amount not to exceed the registration fee if lodging is not required

- c. Out of state conferences

- 1. registration

- 2. lodging paid at the single rate

- 3. amount not to exceed six hundred dollars (\$600)

3. General provisions

- a. Matrix persons shall not be granted more than one (1) disbursement from the TAAP Professional Conference Fund per school year.

- b. Expenses for professional conferences mandated by the Board will be paid by the Board.

- c. Requests for mileage reimbursement shall be submitted as part of the matrix person's mileage allowance.

- d. Meals inside or outside of the school district will not be paid by the TAAP Professional Conference Fund but may be paid by the district if properly authorized.

- e. No matrix person will be subjected to a lottery for professional leaves provided their absence does not require a substitute.

- f. Entry Year Principal Program It is in the best interests of the District to provide Principals and Assistant Principals with the opportunity to secure five (5) year licenses.

L. Extended Leaves of Absence

1. Pregnancy Leave - Sick Leave

- a. The matrix person and her doctor shall determine

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

2. Maternity Leave

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

3. Child Birth and Adoption Leave

If requested, members of the bargaining unit shall be granted three (3) days child birth, paternity, or adoption leave with pay, to be taken immediately before or following the birth or adoption of a child to his/her spouse. Male members of the bargaining unit shall be granted a paternity leave of not more than twelve (12) months under the following conditions:

- a. Evidence of full-time employment outside the home by the mother will be required.
- b. right to return to assignment shall be governed by the provisions of the maternity leave section above.
- c. The leave must commence within thirty-five (35) days of birth.
- d. Fringe benefits will be paid as per Maternity Leave, paragraph two (2), above, unless the mother is eligible for employer provided health insurance.

4. Illness in the Family

A leave of absence, without pay, up to one (1) year may be granted for the purpose of caring for a sick

member of the matrix person's immediate family, as defined in Article XXVII-F.

5. Political Leave

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

6. Return to Work/Transitional Work Program

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

Option A

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

Option B

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

Option A - TPS Wage Continuation Program

An employee who elects to participate in the TPS Wage Continuation Program agrees to the terms and stipulations as described in the TPS Return to Work/Transitional Work program (See Appendix L). Such Return to Work/Transitional Work program is a cooperative effort between labor and management, mutually agreed upon, and may be amended only upon the consent of the joint TPS/TAAP Workers' Compensation committee. The committee will consist of equal representatives from the administration and TAAP. Eligibility for the TPS Wage Continuation Program requires the employee to be off work due to a work related injury, provided the employee and/or the employer reports the injury within twenty-four (24) hours of the incident of illness or injury. A Workers' Compensation claim will be filed for payment of medical benefits through the Bureau of Workers' Compensation. Paid leave shall be granted for a period of time as recommended by the program treating physician not to exceed two (2) years, during which time the employee will remain on the Board's payroll, provided proof of continued disability is submitted. Such proof shall be accompanied by a "statement of attending physician" setting forth the illness or injury, work

restrictions, if any, estimated duration of disability, and estimated return to work date. Attending physician statements must be submitted to the Board within forty-eight (48) hours of treatment. Should these requirements not be fulfilled by the employee, the request for wage continuation extension may not be considered. All benefits, including insurance will continue during the duration of the Wage Continuation Program. If an employee returns to work for less than six (6) months and then is disabled at a later date due to the same injury, he/she may request to reactivate the Wage Continuation Program provided proper medical proof is submitted to the employer; and, thereafter, may follow the procedure outlined above for the remainder of time unused of the original two (2) years of eligibility under the program. Such an employee who has returned to work for six (6) months or longer is eligible for an additional two (2) years of eligibility under the program. If an employee's eligibility for the two (2) years of Wage Continuation is exhausted, the employee is eligible for additional leave time equal to:

1. his/her sick leave accumulation and other accrued time; plus
2. up to a two (2) year unpaid Workers' Compensation leave of absence. The employee may elect to use either of these alternatives first. When electing to utilize accumulated sick leave and other accrued leave, the employee will remain on payroll and will continue to receive all benefits, including insurance, but will not be eligible to receive compensation from the Bureau of Workers' Compensation. When electing to utilize unpaid Workers' Compensation leave, the employee will go off payroll and will continue to receive all benefits, including insurance. The employee may file to receive Workers' Compensation payments for which he/she may be eligible. The employee and the Board retain their respective rights under the Workers' Compensation Act. The unpaid Workers' Compensation leave will be granted up to one (1) year. Extensions beyond the one (1) year may be granted but shall not exceed two (2) six (6) month periods. When the amount of time the employee has available under one alternative has been exhausted, he/she will be placed under the other alternative. If the employee does not elect an alternative, the employee's accumulated sick leave and other accrued time will be used first. After an employee has exhausted all leave

time available under Option A, the employee's employment and seniority will be terminated. Continuation of insurance benefits, once all leave is exhausted, shall be for the balance of the month plus two (2) additional months. Thereafter, the employee may continue benefits according to COBRA regulations. At all times during leave under this section, the employee will remain required to provide medical documentation and cooperate with the procedures of the TPS Return to Work/Transitional Work Program. An employee electing to participate in the TPS Wage Continuation Program, who returns to work during leave granted under Option A, will be reinstated to his/her former position (subject to any medical restriction(s) identified by the program).

Option B - Unpaid Workers' Compensation Leave

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

1. up to a two (2) year unpaid Workers' Compensation leave of absence; plus
2. his/her sick leave accumulation and other accrued time. While on unpaid Workers' Compensation leave the employee will go off payroll. The unpaid workers' Compensation leave will be granted for up to one (1) year. Extensions beyond the one (1) year may be granted, but shall not exceed two (2) six (6)

month periods. An employee whose unpaid workers' compensation leave ends because the employee is no longer eligible to receive temporary total disability, who has not exhausted two (2) years of unpaid workers' compensation leave, and does not return to work, must utilize all of his/her available accrued time. If the employee does not return to work after such accrued time is utilized, the employee will be placed on an unpaid leave of absence without benefits for a period of time equal to the remainder of the unused leave of absence available (i.e. two years less the time taken while on temporary total) after which time the employee's employment and seniority will be terminated. An employee who has exhausted his/her two (2) year unpaid workers' compensation leave and does not return to work must then utilize all available accrued time, after which time the employee's employment and seniority will be terminated. An employee who returns to work for less than six (6) months and then is disabled at a later date due to the same injury is eligible for the remainder of the time unused of the original two (2) years of unpaid workers' compensation leave. Such an employee who has returned to work for six (6) months or longer is eligible for an additional two (2) years of unpaid workers' compensation leave. An employee's eligibility for continuation of insurance benefits will be for the length of time the employee is eligible to receive temporary total disability or the length of the unpaid workers' compensation leave under this provision, whichever is less. Insurance benefits will also be continued during utilization of any sick leave accumulation and other accrued time. After all available leave is exhausted under Option B, the employee may continue insurance benefits according to COBRA regulations. An employee on a leave of absence under Option B will be reinstated to his/her former position if he/she is able to return to work. As long as an employee remains on leave under Option B, his/her position will not be permanently filled.

GENERAL

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

shall be referred to the transitional work program. The employer reserves the right to recoup benefit payments to any employee who is guilty of submitting a false claim, or abuse of any of the provisions covered in this section or working for another employer while on leave under this section, and may take disciplinary action. In the event the Bureau of Workers' Compensation, the Industrial Commission or a court denies any claim as not being sustained in the course of and arising out of employment or related to an old compensable injury, wage continuation payments will be charged to sick leave to the extent such sick leave is available. If the employee does not have a sufficient sick leave balance, the employer shall recoup the wage continuation payments made by reducing future sick leave earnings by one-half (1/2) until the wage continuation payments made are fully recouped. An employee who terminated employment with an outstanding balance owed will be responsible to reimburse the school district. Holidays or vacations which occur during approved wage continuation periods shall be compensated as a holiday or vacation, and if a claim is subsequently disallowed shall not be charged against the employee's sick leave accumulation.

7. Sabbatical Leave

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

- a. Applicants must have completed seven (7) years of service in the Toledo Public Schools system, three (3) of which shall represent continuous service as a matrix employee.
- b. The matrix person shall present the sabbatical leave committee a plan outlining the purpose and goal of the sabbatical leave. Such a plan will have as its primary purpose professional growth. This leave, if granted, shall not exceed one (1) school year. Matrix persons granted sabbatical leave shall receive fifty percent (50%) salary for the duration of the leave. At the conclusion of the leave, the matrix person shall present evidence that the plan was pursued.
- c. The sabbatical leave committee shall consist of two (2) persons appointed by TAAP and two (2) persons appointed by the Board. They shall make recommendations to the Superintendent after considering applications.
- d. Application must be made on or before March

1 of the year being requested and applicants must be notified by May 1 unless mutually agreed to by the TAAP President and Assistant Superintendent Human Resources.

- e. Salary and seniority after returning shall be equal to the level the matrix person would have received had he/she continued in his/her position.
- f. Matrix persons on sabbatical leave shall return to their original position, if available, or, if not, to a comparable position.
- g. The Board agrees to maintain life insurance and all health insurance benefits during the sabbatical leave.
- h. Matrix persons involved may be required to sign an agreement to return to Toledo Public School service for two (2) years.

8. Military Leave

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

9. Family and Medical Leave Act

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

- 1. Employees eligible under the FMLA will be entitled to leave as provided by the Act:
 - a. for the care of the employee's child (birth, or placement for adoption or foster care); or
 - b. for the care of the employee's spouse, son or daughter, or parent, who has a serious health condition; or
 - c. for a serious health condition that makes the employee unable to perform his/her job.

2. Definitions of terms as utilized in the FMLA or implementing regulations are incorporated into this agreement.
 - a. The employer's fiscal year (July 1 through June 30) will be the twelve (12) month period during which an eligible employee may take FMLA leave.
 - b. The parties recognize that the current contractual leave benefits in many respects exceed the requirements of the FMLA. Time off work, paid or unpaid, and payment of benefits, provided under the parties collective bargaining agreement for leaves that qualify for FMLA leave will count towards an employee's annual FMLA leave entitlement, except for vacation time and/or personal leave time. It is the parties intent that this memorandum shall not reduce or limit any negotiated benefits or conditions of employment.
 - c. Notification and verification of FMLA leave will be required for leaves under the collective bargaining agreement. The parties agree that the employer may verify an employee's leave request as permitted by the FMLA. The parties agree that an employee should provide as much advance notice of leave as is reasonably possible under the circumstances.
 - d. An employee's job restoration right will be covered by either the collective bargaining agreement or the FMLA, whichever provides the greater protection under the circumstances.
 - e. The parties agree the employer may recover the costs of health insurance or other benefits (e.g. life insurance, etc.) maintained for an employee on FMLA leave beyond contractual requirements, as permitted by the Act, if the employee does not return to work upon exhaustion of the employee's leave entitlement.

10. Good Cause

Other leaves of absences without pay may be granted by the Board for good reason. Examples of leaves in this category would include study leave, professional growth, foreign exchange leave, public service leave, etc. Upon ten (10) days

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

ARTICLE XXVIII – EXTENSIONS, RENEWAL, AND RETURN FROM LEAVE

A. Extension and Renewals

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

B. Salary

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

C. Benefits

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

ARTICLE XXIX – HOLIDAYS

A. The following holidays shall be observed for all matrix employees with full pay at the regular daily rate of pay at the time said holiday occurs unless otherwise provided in this contract:

1. New Year's Day
2. Martin Luther King Day
3. Presidents' Day
4. Friday before Spring break
5. Memorial Day
6. Independence Day
7. Labor Day
8. Thanksgiving Day

9. Day after Thanksgiving
 10. Day before Christmas Day
 11. Christmas Day
 12. Day before New Year's Day
- B. Any day set apart by the president of the United States or the governor of the state of Ohio as a holiday, which is authorized by the Superintendent of schools and/or Board of Education as a school holiday, shall be a paid holiday for matrix persons scheduled to work.
- C. The granting of pay for holidays shall be subject to the following regulations:
1. To be eligible for holiday pay, said holiday must fall during the contract work year prescribed for the matrix employee.
 2. If a holiday occurs during a sick leave or injury leave with pay, the matrix employee shall be paid for the holiday at his/her daily rate. A sick leave day will not be charged against accumulated sick leave or a day be deducted from assault leave when a holiday occurs during said sick leave or injury leave.
 3. If a holiday occurs during a vacation period, the matrix person shall be paid for said holiday at his/her regular daily rate of pay and the holiday will not be charged as a vacation day.
 4. Any matrix employee who is required to work on a designated holiday shall be paid holiday pay plus his/her daily rate of pay.
 5. In the event a matrix employee is working in a higher classification and is thus being paid at a higher daily rate of pay for the day before and the day after the holiday, that employee shall be paid the higher daily rate of pay for the holiday.
 6. The granting of a holiday in Section A or other day as described in B above shall not result in extending the work year.

ARTICLE XXX – MATRIX RETIREES

1. Matrix retirees employed by the Board in acting assignments of no longer than fifty-nine (59) days shall be paid at the TAAP negotiated hourly rate and shall be entitled to the conditions of employment provision and remedies of this agreement as follows: sick leave, STRS/SERS, grievance procedure, matrix discipline, access to personnel files, mileage, holiday pay and professional leave. This agreement will not include

the following: peer mentor stipends, administrator for Project STAR, proficiency test facilitators, consultants, IEP administrative coverage, or any other similar non-staff position.

2. Matrix retirees employed by the Board in a continuous acting assignment longer than fifty-nine (59) consecutive working days, but less than ninety (90) consecutive working days shall be placed on the proper Class and Level of the matrix job they are acting in, when the matrix retiree reaches the fifty-ninth (59th) day he/she shall be paid at the current daily rate back to the first (1st) day of the continuous acting assignment. For purposes of determining the proper level, matrix retirees shall be credited with five (5) years matrix experience. Once a matrix retiree is placed on the matrix and the current continuous acting assignment ends, he/she shall have a ten (10) day "bridge" period which will allow the matrix person to keep his/her current matrix placement provided that he/she is assigned to another long term (lasting twenty [20] working days) matrix assignment within the ten (10) working day "bridge" period.
3. Matrix retirees employed by the Board in a continuous acting assignment of ninety (90) working days or longer (assuming TAAP has approved extending the acting assignment) will continue to be paid at the current daily rate for all days in any acting assignment during the remainder of the fiscal year in which they attained the ninety (90) days and shall receive all fringe benefits, all leaves, and other conditions of employment provisions and remedies of this agreement, except as noted herein.
4. Retired matrix persons who are employed as contract matrix persons are members of the bargaining unit, and shall be entitled to health insurance effective January 1, 2009 but shall not be entitled to severance payment, life insurance or longevity.
5. Retired matrix persons employed by the Board in acting assignments are members of the bargaining unit, but shall not be entitled to severance payments, health insurance, life insurance or longevity.
6. TAAP and the Board agree that should the Board desire to re-hire a TAAP Retiree for a position(s) deemed critical to the operations, the District and TAAP will develop a memorandum of understanding that describes the duties and

conditions of the employment. The contract will be for a limited duration and non-renewable unless an extension is agreed to by TAAP and the Board. TAAP agrees that the superintendent, after consultation with the TAAP President, has sole authority to select the individual for consideration for re-hiring under this provision. Any retiree re-hired under this provision shall receive the entry level salary for that position and will not be eligible to receive any other economic incentives, including longevity.

ARTICLE XXXI – ECONOMIC AND FRINGE BENEFITS

A. Matrix Work Year Flexibility

Matrix persons shall have the ability to adjust their scheduled work year subject to the prior approval of their immediate supervisor in writing. The Superintendent may restrict the use of flex time under specific circumstances on a case by case basis. Salary adjustments will be made in accordance with the calendar as issued by the Board.

B. Base Matrix Work Year

A base matrix work year of one hundred ninety (190) days shall be used to calculate the daily rate of matrix persons for the purpose of paying severance, unused personal leave day(s), sick leave bonus, accumulated sick leave paid as a death benefit.

C. Matrix Salary Schedules

Effective August 1, 2011

CLASS	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4
1	\$69,851	\$71,204	\$71,787	\$73,604
2	\$67,685	\$69,009	\$69,517	\$70,024
3	\$64,494	\$65,817	\$66,325	\$66,832
4	\$62,891	\$63,249	\$64,721	\$65,229
5	\$61,484	\$62,810	\$63,317	\$63,824
6	\$56,917	\$58,703	\$60,777	\$61,284
7	\$55,161	\$56,931	\$59,031	\$59,538
8	\$54,428	\$56,243	\$58,302	\$58,809
9	\$50,915	\$52,701	\$54,583	\$56,741
10	\$50,027	\$51,800	\$53,698	\$55,869
11	\$49,494	\$51,296	\$53,177	\$55,322

D. Longevity Pay

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

August 1, 2011

Years of Service	Amount Cumulative Earned/ Granted Earned Amount
15 years	\$1,158
18 years	\$2,124
21 years	\$3,089
23 years	\$3,571
24 years	\$4,247
27 years	\$6,081
30 + years	\$8,494

Beginning August 1, 2008 a newly hired matrix person will be credited for all prior years of service in a public employee retirement system or work in a similar job in the public or private sector, or service in the military or any combination of the aforementioned.

E. Educational Incentives

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

Degrees Amount

Associate	\$ 559
Journeyman	\$ 559
Bachelor	\$ 895
Masters	\$ 965
Specialist	\$ 1,229
Ph.D., Ed.D	\$ 1,931
Trade License	\$ 224

- a. The matrix person having both an Associate degree and a Bachelor degree (other than the degree required for their assignment) shall receive a maximum payment of \$895 .
- b. The matrix person having both a Bachelor degree and Masters degree (other than the degree required for their assignment) shall receive a maximum payment of \$965 .
- c. The matrix person having both a Specialist degree and a Masters degree (other than the

degree required for their assignment) shall receive a maximum payment of \$1,229 .

- d. The matrix person having both a Specialist degree and a Doctorate degree (other than the degree required for their assignment) shall receive a maximum payment of \$1,930 .

2. Licenses

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

3. Graduate Hours

- a. Payment shall be made at the rate of twenty-nine and 92/100 dollars (\$29.92) per quarter hour earned above the Masters degree. Payment shall not be made until twenty-two (22) graduate hours are accumulated. The maximum accumulation of hours eligible for payment under this provision is ninety (90) quarter hours or the equivalent of a doctorate.

4. Continuing Education Units

- a. Payment shall be made at the rate of twenty-nine and 92/100 dollars (\$29.92) per quarter hour based on the following formula:

Ten (10) seminar instructional hours equals one (1) continuing education unit.

Ten (10) continuing education units equals one (1) quarter hour.

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

5. Maximum Accumulation

- a. Maximum accumulation of graduate hours and/or Continuing Education Units is ninety (90) quarter hours.

6. Procedure for payment of Educational Incentives (degrees and graduate hours) for full-time and part-time matrix employees.

- a. In order for any matrix person (full time or part time) to be eligible for full payment of Educational Incentives (degrees and graduate hours) he/she must work his/her assigned work year.

- b. When a part time matrix person completes his/her scheduled work year he/she will receive, by separate check if possible, the difference between the money he/she has already been paid out for his/her Educational Incentives (degrees and graduate hours) and the total amount remaining for the appropriate payment.

F. Severance

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

Years of Service Payment

8 to 20.99 33 1/3% accumulated sick leave

21 on 70% accumulated sick leave

Matrix persons with nineteen (19) years of service or less must retire and actually draw benefit checks from STRS/SERS to qualify. Matrix persons with twenty (20) years of service or more must exercise one of the options under STRS/SERS. This can include the option of withdrawing all STRS/SERS funds. However, early retirement which freezes until a later age will preclude severance pay. Years of service will be those years granted by the Toledo Board of Education. Accumulated sick leave will be the total credited at time of retirement paid at the employee's daily rate. The Board will allow all employees who are paid over twelve (12) months, and who are members of the State Teachers Retirement System, the opportunity, as authorized by Section 3307.281 of the Ohio Revised Code and State Teachers Retirement Board Rule 3307-1-28, to purchase certain types of service credit by payroll deduction. Matrix persons who, by March 1, provide written notification to the Executive Assistant to the Superintendent for Human Resources of retirement to be effective July 1 or August 1 shall receive an additional two thousand dollars (\$2,000). At the option of the retiring employee, payment of severance may be made on or immediately after January 1 of the year following retirement, or after January 1, of the three (3) succeeding years following the retirement.

G. Accumulated Sick Leave Paid as a Death Benefit

A matrix person who dies while employed by the Toledo Board of Education shall have sixty percent (60%) of his/her accumulated sick leave paid to his/her beneficiary provided he/she was eligible for retirement as defined by STRS/SERS.

H. Hourly Rate [REDUCED IN ACCORDANCE WITH THE SETTLEMENT (-2.5% FROM ACTUAL 2010-2011 LEVELS)]

1. Effective 8-01-08 the TAAP Hourly Rate will be twenty-five dollars and fifty cents (\$25.50).
 2. Effective 8-01-09 the TAAP Hourly Rate will be twenty-six dollars and fifteen cents (\$26.15).
 3. If any teacher is paid a mandated rate of pay for any inservice and/or professional development the payment of matrix persons attending the same inservice and/or professional development will be governed by Article XX-A-7 of the TAAP Agreement.
- I. Supplemental Contracts** This section concerning supplemental contracts has been suspended for the duration of the contract by TAA-11-012 except for the provision concerning the calculation of the daily rate.

	Current Rate	August 08	August 09
Administrative Assistant	\$2,137		\$2,300
All City Sports Banquet	\$2,362		no change
Administrator In Charge	\$6,000		no change
Music, ESL, Outdoor Ed	\$6,000		no change
Administrator In Charge, Foreman In Charge, Construction Projects	\$5,000		no change
Administrator In Charge, Art...	\$4,000		\$4,500
Administrator On Special Assignment Assistant to the Treasurer	\$5,000		\$1,457
Administrator Special Assignment.....	\$4,000		no change
Building Testing Coordinator ..	\$1,000		
Early Success for Children	\$525	\$550	\$600
Coordinator, Direct Instruction Success For All	\$6,000		no change
Instructional Planning Consultant.....	\$5,000		\$5,985
School Assistance Center, Coordinator.....	\$3,500		\$5,000
School Assistance Center, Coordinator Early Childhood..	\$1,642		\$2,000
Certification Coordinator (Writing Sample).....	\$1,500		no change
Guidance Director	\$1,642		\$1,800
Director of Guidance Services.....	-	\$2,000	\$3,000
Jefferson/Madison Facilitators.....	\$225	no change	no change

	Current Rate	August 08	August 09
Jefferson/Madison			
Planning Team	\$281	no change	no change
LPDC Committee.....	\$4,375		\$4,500
Summer School -			
High School Principal	\$3,712		\$4,000
Assistant Principal	\$3,375		\$3,500
Dean.....	\$3,150		\$3,250
Summer School –			
Elementary, Middle			
School Principal	\$2,812		\$3,200
Elementary/Secondary			
Summer School			
Coordinators	\$3,937		\$4,250
Petty Cash Inservice.....	\$3,340		no change
Physical Education			
Specialists Scheduling	\$3,000		no change
Peer Mentor	\$2,500		no change
Principal, Two (2) Buildings	\$2,275		no change
Special Education			
Re-Evaluations.....	\$186	\$193	\$200
Director, Safety Education	\$1,750		no change
Coordinator, Students			
Helping Other Students.....	\$1,000		no change
SAC Technology			
Resource Specialist	\$1,780		no change
Textbook Selection	\$1,069		\$1,200
Twenty-First (21st)			
Century Grant.....	\$3,500		\$3,600
Comprehensive Continuous			
Improvement Plan	\$6,000		no change
Student Teacher Placement ...	\$1,750		no change
Director Alternative			
Schools, Speech Therapy.....	\$1,900		no change
Supervisor,			
SAC Coordinators	\$3,500		no change
Master Schedule Design.....	\$525	no change	no change
Dispensing Medications	\$525	\$550	\$600
Employee Involvement			
Facilitator (as needed).....	\$2,000		no change
Early Success for Children	\$5,000		no change
Grove Patterson, Old			
West End Principal			
Stipends.....	\$5,000		no change
Director, Health			

	Current Rate	August 08	August 09
Immunization	\$1,750		no change
Homeless Coordinator.....	\$3,400		no change
Ace	\$4,500		no change
Intern Counselor Placement...	\$1,750		no change
Implementing/Monitoring Building Automation	\$3,000		no change
Intermediate Plus Coordinator	\$2,000		no change
Interpreter Supervisor.....	\$1,900		no change
TAAP Leadership Program Director	\$6,074		no change
TAAP Leadership Academy Director.....	\$731	\$1,000	no change
Transportation Reports.....	\$1,250	\$750	\$250
Urban Leadership Development Program Mentor.....	\$5,000		no change
Conflict Mediation	\$675	\$700	\$725
Teen Institute Peer Educator	\$870	no change	no change
English as a Second Language.....	\$6,000		no change
OT/PT Director.....	\$1,900		no change
PGC Instructor	\$ 400		no change
Tech Prep Enhancement.....	\$1,000		no change
YMCA Youth Opportunities Program	\$3,000		no change

All supplemental contracts will be calculated based on a one hundred ninety (190) day work year. The following supplemental contracts are utilized in calculating daily rate: administrative assistant, administrators in charge, peer mentor/trainer, Principal Mentor, building testing coordinator, school assistance center coordinator, guidance director, dispensing medications, Grove Patterson, Old West End principal stipends peer mentor, TAAP Leadership Program Director. Supplemental contracts must be negotiated between the TAAP President and the Executive Assistant to the Superintendent for Human Resource in accordance with the TAAP Agreement.

J. Mileage

1.Reimbursement

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

amounts for mileage reimbursement will be in accordance with past practice. Principal and assistant principal as required. Other matrix staff mileage as required. Exceptions will be agreed upon by TAAP and the Board.

2. Guidelines for Reimbursement
 - a. Those matrix persons whose in-district travel exceed five hundred (500) miles in any one (1) month, shall meet with their immediate supervisor for a mileage review. This review shall include but not be limited to the following considerations:
 1. Is the matrix person's mileage report accurate, and can travel be documented?
 2. Is the travel claimed job related and job required?
 3. Was the mileage report personally prepared by the matrix person claiming the mileage?
 - b. If a mileage review identifies inconsistencies or unjustified mileage claims, appropriate disciplinary action shall be initiated up to and including a hearing for the record.
3. General Provisions
 - a. Quarterly printouts will be issued to division heads to provide them with summarized travel data.
 - b. Any matrix person scheduled for a mileage review shall have the right to representation by TAAP.

K. Use of Board Owned Vehicles

1. Board owned vehicles shall be used strictly for Board of Education business, during working hours.
2. Board owned vehicles shall not be driven home unless specifically authorized by the appropriate division head.
3. If it is necessary for any matrix person to use his/her personal vehicle outside working hours on official school business, he/she shall be paid mileage subject to the provisions in Article XXX-K of the TAAP agreement.
4. If an employee who is required to drive a Toledo Board of Education motor vehicle as part of his/her job is found to be uninsurable as determined by the fleet insurance carrier through the Bureau of Motor Vehicle Report, the employee shall immediately forfeit his/her entitlement to operate said vehicle. In the event of such forfeiture, an employee shall be required to perform his/her duties. All members of the Toledo Association of Administrative Personnel bargaining unit who are required to drive a Toledo Board of Education motor

vehicle as part of his/her job shall report all convictions for moving violations forthwith to the Business Manager.

**L. Separation from Service/Retirement Option/
Severance Pay Deferral**

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

2. A decision in writing to elect this option is irrevocable.

3. Severance Pay Deferral Plan

The Board has adopted the “National Government Employees Retirement Plan” and the “Tax Deferred Annuity Plan for Government Employees” Document with terms that comply with the requirements of this Paragraph S. Participation in the Plan shall be mandatory with payment of severance pay made to AIG or any second (2nd) company (i.e. ING) as agreed to by the Board and TAAP who meets **all** of the following requirements:

- The employee is an employee after the date of the adoption of the Plan.
- The employee retires and thereby becomes entitled to severance pay under Article XXXI-F, or a retirement declaration also under Article XXXI-F of the TAAP Agreement.
- The employee’s date of separation from service is in or after the calendar year in which the employee is or will be age fifty-five (55) years old. The terms of the Plan shall include the following:
 - If a retiring employee is a participant in the Plan, in lieu of the employee receiving a cash payment under Article XXXI-F and/or making a retirement declaration under Article XXXI-F of the TAAP Agreement, and/or a cash payment of any unused Personal Leave, as is provided in Article XXVII-H-3-4 of the TAAP Agreement (collectively, “Severance Pay”), an employer contribution shall be made on his or her behalf under the Plan in an

amount equal to the lesser of:

- a. The total amount of the Participant's Severance Pay, or
 - b. The maximum contribution amount allowable under the terms of the Plan.
- The required contribution to the Plan shall be made within thirty (30) days of the effective date of retirement, provided the retiring employee has provided evidence of retirement under the State Teachers Retirement System (or, if applicable, another state retirement system).
 - The Plan Year shall be from July 2 through July 1, with the first Plan year being July 2, 2003 through July 1, 2004.
 - If a retiring employee is a participant in the Plan, in lieu of the employee receiving a cash payment of Severance Pay, an employer contribution shall be made on his or her behalf under the Plan in an amount equal to the employee's Severance Pay that exceeds the maximum contribution amount allowable under the Plan.
 - Payment shall be made to the Plan at the same time that payment is made to the 401(a) Plan; provided, however, that if the amount to be paid to the 403(b) Plan for any year exceeds the maximum amount that may be paid into the 403(b) Plan for such year, the excess shall be carried over up to two subsequent years and then paid into the 403(b) Plan. If there is an excess amount remaining after two subsequent years, it shall be paid to the employee in cash upon last payment to the 403(b) Plan. If an employee has retired, he/she is entitled to have a contribution paid to AIG and/or a second (2nd) company (i.e. ING) and dies prior to such contribution being paid to the Plan, the contribution shall nevertheless be paid to the AIG and/or other Plan and then be paid to the Beneficiary of the employees in accordance with the terms of the Plans. All contributions to the Plan(s), and any cash payments required hereunder, shall be subject to reduction for any tax withholding or other withholding that the Treasurer, in his/her sole discretion, determines is required by law. Neither the Board nor

TAAP guarantee any tax or investment results associated with the Plan.

M. Redeployment

- In the event of redeployment TAAP and the administration shall mutually agree upon a plan.

N. Employee's Contributions to STRS/SERS

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

O. Tax Shelters

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

R. Insurances

1. Health Insurance

The board shall offer a program of health insurance described in the Summary Plan Description and as may be modified from time to time by the action of the Insurance Committee. See Appendix K for the current outline of benefits and cost of options. When a matrix employee reaches age 65, the Board will continue to offer the same health insurance provided other Matrix employees. In addition, when a Matrix employee's spouse turns age 65 and the spouse is a covered dependent under the Board's health insurance, the spouse will be primary under the Board's health insurance and secondary under Medicare insurance.

2. Types of Coverage

- a. Hospital, Surgical, and Supplemental Major Medical 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 a 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. If the employer desires to change the insurance carrier, the employer shall notify the union thirty (30) days prior to the planned change. The union and the employer shall meet to discuss this matter and the union shall have the right to file a grievance if the union does not agree with the planned change. The change shall not be instituted until the grievance procedure has been exhausted.

b. Dental

The Board shall 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 School 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 School 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 School 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. A standard disability waiver of premium is included in the policy.

3. General

- a. Effective date of coverage for new employees is the date of hire. The effective date of coverage for present employees not enrolled in the plan is the date established at the regular open enrollment periods. There will be an active enrollment of employees where plans are presented to them and each employee completes an enrollment form and payroll deduction authorization. If employees do not complete necessary paperwork within the predetermined deadline, they will automatically be placed in Plan Option 1. Option to change plans will be made available annually during an open enrollment period. The open enrollment period extends from the fourth (4th) Monday of November through and including the third (3rd) Friday of December, no later than 4:30 p.m., with an effective date of January first (1st). Effective date of coverage for spouse and dependents are the same as employees. Spouses are eligible for coverage provided they comply with the spousal eligibility criteria set forth in this article.
- b. Exhaustion of sick leave or absence without pay
When an employee is on approved sick leave or absence without pay, the employer will pay for insurance coverage as detailed above for the remainder of the month they are on payroll, plus two (2) additional months. Life insurance coverage shall be extended for the balance of the month, plus eleven (11) additional months. Thereafter, employees shall be permitted to purchase insurance coverage while on leave status pursuant to COBRA regulations.
- c. Death benefit
If an eligible member of the bargaining unit dies, the Board will continue coverage for the rest of the month in which the death occurred, plus one (1) additional month, or until other coverage can be obtained, whichever is sooner. Thereafter, family members of the deceased employee shall be permitted to purchase insurance coverage through COBRA regulations.
- d. Spouse and/or dependent eligibility

1. Spouse Eligibility Hospitalization coverage will be provided to spouses of eligible employees according to the following:
 - a. In order for any spouse of an eligible employee to be covered under the Board's hospital, surgical, supplemental major medical, and prescription drug plans, spouses of Toledo Public School employees are required to enroll in their employer's single health and prescription plans as primary, if available and eligible, regardless of any monthly payroll reduction that might be required or monetary incentive that might be offered in lieu of coverage through their employer will not be eligible for Toledo Public Schools coverage. Once a spouse is compliant with this language, they shall be eligible for secondary coverage under a Toledo Public Schools Plan. An eligible employee, whose spouse is a retired employee of Toledo Public Schools with at least ten (10) years fulltime service and whose spouse is eligible for STRS and SERS health care benefits, may elect to cover the spouse as primary under the Toledo Public Schools and will pay the secondary coverage monthly rate. The retired spouse does not have to enroll in STRS or SERS health insurance coverage. However, should such retired spouse become employed, they are required to enroll in their employer's single health and prescription plan as primary, if available and eligible, regardless of any monthly payroll reduction that might be required or monetary incentive that might be offered in lieu of coverage. Spouses who accept a different benefit or cash incentive in lieu of coverage through their employer will not be eligible for Toledo Public Schools coverage. Once a spouse is compliant with this language, they shall be eligible for secondary coverage under a Toledo Public Schools plan. Spouses do not have to enroll in dental or optical plans but are encouraged to do so. An available employer/government sponsored plan means any plan made available to the spouse during employment or as a retiree, for which

the spouse is/was eligible, and includes any period of health care continuation coverage available to the spouse under COBRA or other applicable laws.

- b) An eligible employee who wishes to cover his/her spouse as primary under Board hospitalization, surgical, supplemental major medical and prescription drug coverage may do so (1) if the spouse does not have any employer/government sponsored plan available as set forth in paragraph (a) above (for example, but not limited to: spouse does not work; spouse has exhausted health care continuation coverage rights under COBRA or other applicable law; spouse is covered by Medicare; spouse is self-employed and no health care benefits are provided/available, e.g. as a partner or co-owner of a business) and (2) the eligible employee contributes to the monthly premium through a payroll deduction plan.
- c) An eligible employee whose spouse has enrolled in an available employer/government sponsored plan and who wishes to cover his/her spouse as secondary under Board hospitalization, surgical, supplemental major medical and prescription drug coverage may do so (1) by documenting the spouse's primary coverage and (2) by contributing to the monthly premium through a payroll deduction plan. The spouse contribution for secondary coverage shall be the established rate.
- d) Any employee on the ten (10) month pay plan who becomes eligible for benefits after January shall be required to pay any outstanding balance due for the spousal portion of the premium for the summer months at the time of enrollment. Failure to submit such payment at the time of enrollment will result in no spousal coverage for that year. Spouses would be eligible for benefits only during the next open enrollment period or as specified in this agreement.
- e) The Board shall make available a Section

125 Flexible Benefits Plan to employees electing to enroll in this program to cover spouses. Bargaining unit members married to other Toledo Public Schools employees who are also eligible for hospitalization, surgical, supplemental major medical and prescription drug coverage shall not be required to contribute a monthly premium for spouse coverage.

2. Dependent Eligibility

Dependents are covered through the end of the calendar year in which they reach age 19. They will be covered through the end of the calendar year in which they turn age 24 ONLY IF A FULL-TIME STUDENT. Dependents of Toledo Public School employees who work and are eligible and provided health benefits by their employer are required to enroll in their employer's health and prescription plans as primary. They may participate as secondary under the Toledo Public Schools plan. Should their employment cease and they retain dependent status they are not required to take a COBRA plan and are eligible for primary coverage under the Toledo Public Schools plan. If a dependent declines hospitalization coverage as specified above because he/she elected a different benefit or cash payment when employer provided, said dependent shall not be eligible for Board coverage. No spouse or dependent shall lose access to coverage through TPS as a result of TPS's requirement to wait for an open enrollment period, or as a result of a preexisting condition in such other policy.

3. Eligible Employees married to other eligible employees

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

4. Equity of Healthcare Program Options

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

5. Layoffs

The Board shall provide group health care coverage and life insurance to each member

of the bargaining unit laid off for the rest of the month in which the layoff occurred, plus four (4) additional months provided that the person had accrued one (1) school year's seniority prior to the layoff. Members of the unit who have accrued less than one (1) school year's seniority shall have coverage for two (2) additional months beyond the month in which the layoff occurred.

Thereafter, employees shall be permitted to purchase coverage which under layoff status pursuant to COBRA regulations.

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

7. COBRA

Benefit coverage under the COBRA regulations for eligible employees, spouses, and dependents who are no longer eligible for coverage due to separation from employment, layoff, death, divorce, or legal separation, retirement, dependent reaching age limitations, etc., are as follows: Pursuant to 4117.10 (A) and in lieu of the requirements of O.R.C. 3313.202 and O.R.C. 3923.28, it is hereby provided that, effective July 1, 1988, Title XXII of the Public Health Service Act, 42 U.S.C. #201, et. Seq., solely, shall specify the Board's obligations to offer continuation of group health care benefits to covered employees and their qualified beneficiaries, as those terms are defined in the Public Health Service Act. Additionally, the parties agree that the Board's obligation to carry employees on its payroll records under O.R.C. 3313.202, or the terms of this agreement as it

pertains to group life or any insurance other than group health care benefits covered by the Public Health Service Act, shall be limited to the length of time permitted by the Board's insurance carrier(s) or twelve (12) months, whichever is less. The time provided for purchase of benefits under COBRA shall not be added to any time for which benefits are already provided following a qualifying event whether or not this agreement requires the Board to pay any portion of the benefits after the qualifying event. This provision shall not be intended to remove the Board's obligation to pay for benefits otherwise agreed to in this contract. It is not the intent of the above language to reduce any benefits found elsewhere in this agreement. It is the employee's responsibility to notify the fringe benefits department of a qualifying event such as divorce or legal separation, death, or dependent reaching age limitation, etc., within 30 days of such event. Failure to do so will subject the employee to the provisions of section 4-b of this Article. Employees who access COBRA benefits are required to maintain the plan in which they participate at the time of the COBRA event.

a. Current Health Care Plan Options
(See Appendix K.)

8. Insurance Committee

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

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

9. Wellness Programs

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

Asthma

Diabetes

Congestive Heart Failure

Transplant Network

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

ARTICLE XXXII – NO STRIKE CLAUSE

- A. TAAP will not engage in or encourage strike action of any type during the life of this agreement.
- B. This no strike clause shall not expire for any matrix employees. Disputes following the expiration of the agreement which cannot be resolved through the collective bargaining process shall be resolved through mediation under the auspices of the FMCS.
- C. TAAP shall not have the right at any time, whether or not a collective bargaining agreement is in effect to strike, or withhold services in any manner, including, but not limited to slow down and/or sick out. This no strike commitment shall not expire.
- D. During any work stoppage, TAAP shall perform their regular duties and, where necessary, they may be assigned to perform tasks necessary for the safety of students or for the preservation of school property. The nature of these duties shall be discussed in advance with TAAP.

ARTICLE XXXIII – ELIMINATION OF ME TOO PROVISIONS

The parties agree that any and all previous

economics “me too” provisions between the parties shall be null and void and shall not be retained or incorporated into the successor agreement to that which expired on March 31, 2008 (TFT and AFSCME) and July 29, 2008 (TAAP). The Board of Education (Board) and/or its agents agree not to enter into any understandings (written or tacit) with any Bargaining Unit which would interfere and/or prevent TAAP from determining (through legitimate bargaining) where and how the distribution of money can be applied to salary schedules, supplementals, reform programs, staffing or other compensation.

ARTICLE XXXIV – DURATION AND RENEWAL

This agreement shall become effective as of July 1, 2011, and shall be in effect through June 30, 2013 . This agreement shall be automatically renewed from year to year for one (1) year periods unless either party gives written notice to the other party by certified mail at least sixty (60) days prior to June 30, 2013,(or any annual renewal period thereafter) of its desire to amend or terminate this agreement.

APPENDIX "A"
REQUEST FOR MEETING

Date:

To:

You are advised that I wish to discuss with you a matter or matters which may lead to a request by me for a Continuing Disciplinary Investigation. Please arrange to meet with me in my office on _____ at _____. Specifically, I wish to discuss:

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

Supervisor's Signature

Date

cc: TAAP

Office of human resources, room 105

(for employee's personnel file)

I certify that this discussion took place on

(Date) _____.

Supervisor's Signature

Date

Matrix Employee's Signature

Date

TAAP Representative's Signature

Date

APPENDIX "B"

"ACTING" MATRIX ASSIGNMENT Evaluation Form

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

Employee in Acting Assignment _____

Acting Assignment _____
(Title)

(Location)

From _____ To _____
(date) (date)

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

* Rating requires comments by the evaluator
** Comments for this category are optional

Comments: _____

Evaluator Date

Evaluatee Date

Original -- Personnel file of evaluatee
cc: Evaluatee
7/90
209

APPENDIX C
THIS APPENDIX IS SUSPENDED FOR THE
DURATION OF THE 2011 – 2013 AGREEMENT

Memorandum of Understanding
between

The Toledo Board of Education (Board)

and

The Toledo Association of Administrative Personnel

UAW LOCAL 5242 (TAAP)

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

1. The Board agrees to create a half (1/2) time Coordinator position, in conjunction with the Head Start program, to develop, implement, and administer the Collaborative Learning and Instructional Pre-school Project (CLIP). One-half (1/2) of the salary of this position will be funded by the Toledo Board of Education through State or Federal funding and one-half (1/2) of the salary of this position will be funded by Head Start.
2. There will be no medical benefits attached to this half (1/2) time position
3. It is understood that Arlene Tucker will fill this position of CLIP Coordinator immediately with the signing of this Memorandum.
4. It is understood that the salary for this position will be calculated by dividing Arlene Tucker's 2003/04 base salary by one-half (1/2).
5. The job description for this position will include the following:
 - Developing and implementing the CLIP curriculum.
 - Securing additional CLIP classrooms.
 - Developing and implementing the required professional development offerings for district and Head Start teachers, paraprofessionals, and administrators.
 - Administering the CLIP project.
6. It is understood that the CLIP project will function at a minimum of nine (9) sites for the 2004/05

school year.

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

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APPENDIX C-1
THIS APPENDIX IS SUSPENDED FOR THE
DURATION OF THE 2011 – 2013 AGREEMENT

Memorandum of Understanding

between

The Toledo Board of Education (Board)

and

The Toledo Association of Administrative Personnel

UAW LOCAL 5242 (TAAP)

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

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

- For the 2004/05 school year, the salary for the Coordinator of CLIPP will be calculated multiplying Ms. Tucker's 222-day contract pay for the 2003/04 school year by 50%.
- For the 2005/06 school year, the salary for Arlene Tucker, the Coordinator of CLIPP, will be calculated by multiplying Ms. Tucker's 222-day contract pay for the 2003/04 school year by 70% and paid on a biweekly basis. All funding will be through federal sources with partial reimbursement to the school district through Title 1. This Memo of Understanding superseded all previous MOUs regarding compensation for the Coordinator of the CLIPP Program.

APPENDIX D

STUDENT DISCIPLINE

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

1. Emergency Removal

A building principal may remove any student from school for a period not to exceed twenty-four (24) hours, when the student's presence poses a continuing danger to persons or property within the classroom or elsewhere on the school property, or an ongoing threat of disrupting the academic process. No hearing is required unless suspension or expulsion is contemplated. All emergency removals must be documented as to the reason and duration. Punishment or discipline may not be a reason.

2. Suspension

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

3. Mandatory Expulsion

In cases involving mandatory expulsion, an expulsion hearing is necessary. If the principal is requesting action beyond the ten (10) day rule (i.e. change of placement, transfer to another

school, home instruction), the appropriate cross-categorical supervisor, and, where appropriate, the Individualized Education Program (IEP) team will assist in constructing the correct recommendation. The school retains the responsibility for requesting the expulsion hearing at the appropriate pupil personnel center.

4. Alternatives to Suspension/Expulsion

a. Intervention by the classroom teacher

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

b. Parent conference

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

c. Transfer to another class and/or school

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

d. Change in placement

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

e. Referral to BIC

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

f. Home instruction

After all of the above options have failed, home instruction may be initiated.* Home instruction is a change in the student's placement and requires a change in the IEP. The appropriate cross-categorical supervisor will assist in this change. Home instruction may be a temporary solution until another placement can be made.

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

g. Alternative Placement

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

APPENDIX E
GUIDELINES FOR INTERVENTION
RESPONSE TEAMS (IRTs)
May 6, 2011

PURPOSE

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

1. Provide academic and/or behavioral interventions for students who are experiencing learning problems. All referrals (completed teacher and/or parent Request For Assistance/Evaluation-PR-04,forms) will be submitted to the IRT for disposition. Referrals will be reviewed by the IRT to assist with considering existing and appropriate 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 grade level and one from intermediate 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, school psychologist, 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 teachers will be rotated out of team membership. In the event that more then one teacher member has served five consecutive years a tie breaker will be used (as determined by lot or another method determined by a school's Federation building committee). A former IRT teacher member may reapply two years after rotating out. Teacher members may be replaced at the discretion of the building committee, following consultation with the IRT and TFT members serving on the IRT Standing Committee. An IRT chairperson will be elected in May for the succeeding school year by a consensus of IRT members (teachers appointed for the succeeding school year, the Building Principal, the psychologist). The Building Rep will conduct this election. Self-nominations must be submitted to the Building Rep at least 3 days prior to the announced election date. Teacher members will have the first option of serving as chairperson. Only one chairperson shall be designated. Co-chairs will not be recognized, nor can the chair stipend be shared.

Service Delivery Models

The method of-IRT service delivery should be determined at the building level by the consensus of the team. However, the service must include 1-6 above. The team may meet either during the school day or before or after school or a combination of both as agreed to by a consensus of the team and approved by the SAC 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

APPENDIX E-1 DEFINITION OF COUNSELING SERVICES

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

Definition of Related Services

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

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

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

Determination of Need for Counseling as a Related Service

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

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

Effective/efficiency: The task is being accomplished in a manner that successfully attains the desired behavior results with a minimum use of resources or amount of waste in consideration of the student’s level of performance.

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

Spontaneous: The task behavior is self-initiated.

APPENDIX F

Final Agreement - TAAP/TPS/TFT

November 4, 2011

Guidelines for Cross-Categorical Special Education Classes (CCSE)

1. Cross-categorical special education classes will be only one part of the TPS continuum of special education services. Self-contained, 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. CCSE classes will be designed to provide services to identified special education students with mild/ moderate academic disabilities as determined by the individual education program.
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. CCSE self-contained class size will not exceed twelve (12) students.
6. A CCSE self-contained class which includes a disability that requires para-professional services by state standard or by contract shall be provided with a para-professional.
7. All CCSE resource classes with class lists exceeding twelve (12) students will be provided with a para-professional.
8. 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, (Teaching Assignments G.7&11).

APPENDIX G
[REDUCED IN ACCORDANCE WITH
THE SETTLEMENT (-2.5%)]
Intern Psychologist Salary Schedule
July 1, 2008

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

School Psychologist students who are completing their internship with Toledo Public Schools will be paid the Intern Psychologist Salary Schedule as determined by the state minimum salary schedule.

1. These interns will not be eligible for any insurance benefits (health, vision, dental, life etc) through Toledo Public Schools.
2. Their work year will be the same as the teachers work year.
3. They will be provided a TPS School Psychology Intern Field Facilitator who will work with the intern for the school year.

APPENDIX H

Memorandum of Understanding

between

The Toledo Board of Education (Board)

and

The University of Toledo (UT)

and

Bowling Green State University (BGSU)

and

**The Toledo Association of Administrative
Personnel (TAAP)**

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

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

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

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

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

/s/ Richard Daoust /s/ David E. McClellan
Deputy Superintendent President, TAAP

/s/ Philip J. Rusche /s/ Edward D. Fiscus
Dean, College of Education Bowling Green State
University of Toledo University

3-17-99

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

1. Any individual division, department, or office which plans to develop and submit a new proposal under the auspices of the Toledo Public Schools will contact the division head for Planning and Evaluation to secure approval for the proposal planning efforts.
2. Having secured the approval of the Assistant Superintendent, Planning and Evaluation to proceed in the planning of a grant application, the TFT and TAAP organization will be contacted to secure organizational input into the planning activities associated with the preparation of the grant application.
3. In the event that an existing state and/or federal project is being considered for programmatic changes which alter the thrust of the program changes the procedures by which the programs and services are provided, TFT and TAAP must be involved in the review session to consider the impact of the proposed changes.
4. Upon the preparation of the prospectus or draft copy of the proposal the TFT and TAAP must be provided a copy whichever document comes first. The Division of Planning and Evaluation will assume full responsibility with regard to the distribution of the prospectus and proposals to TFT and TAAP.
5. In preparation of the final application—if the final application differs from the initial draft—the TFT and TAAP will be consulted about the change(s) before final submission takes place.
6. If the application is amended by the funding sources in such a manner as to significantly alter the thrust of the proposal and/or the level of delivery of services, TFT and TAAP will be consulted with regard to the proposed changes. Subsequently, corrected copies of the negotiated grant will be prepared and will be made available to TFT and TAAP by the division of Planning and Evaluation.
7. If the application is amended in minor ways, not affecting either the program thrust or the level of service, appropriate adjustments will be made in the document for the funding source. Copies of the corrected document will be sent to TFT and TAAP. A memorandum of change, identifying the minor changes, will accompany the corrected copies.

APPENDIX J

TOLEDO PUBLIC SCHOOL RETURN TO WORK/TRANSITIONAL WORK PROGRAM

Statement of Policy

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

For Employee

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

For Management

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

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

Goals & Objectives

Managed return to work allows employees who are temporarily or partially disabled due to work-related injuries or illnesses to return to the workplace, in a restricted or modified capacity, and be productive,

before they are able to return to their normally assigned duties at full capacity. The goals and objectives for the Toledo Public Schools Return to Work/Transitional Work program include, but are not limited to:

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

Return to Work Options

When an injury occurs, the employer's intent is to return the employee to work as quickly as circumstances permit, as determined by the provider of record. Instead of waiting until an injured employee reaches maximum Medical improvement (MMI), or 100 percent recovery, to bring the employee back to work, the focus should be on what the employee can do during recovery to

accommodate the injury or disability. (One hundred percent recovery means the employee has regained his or her pre-injury physical capacity. MMI means the employee has recovered as much as possible.) Managed return to work options include job accommodation, temporary alternate or modified duty assignments, and transitional work. Positions identified for such assignments are not intended to replace vacant positions. Return to work positions are recognized as temporary positions, not eligible for acting assignment payments. Such positions within the TAAP bargaining units are intended for TAAP employees, and not employees of any other bargaining unit, unless specifically agreed to by the TPS/TAAP workers' compensation committee.

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

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

Transitional work. An important part of both job

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

Coordinating with Treating Physician

A Toledo Public Schools program physician(s) and medical facility(s) shall be selected from submitted proposals and approved by the TPS/TAAP workers' compensation committee. Employees sustaining a work related injury that requires medical attention at a medical treatment facility (i.e., sprains, simple fractures, etc.) will receive treatment by a program physician or medical facility. The program physician, along with rendering a diagnosis and prognosis, will determine if the employee is capable of returning to work, and under which option as described above. This plan will include any necessary rehabilitation plan to be followed, the approximate duration of any return to work assignment, and indicate any physical therapy the injured employee may require. The program physician(s) may require follow-up medical evaluations. Employees sustaining a work related emergency/trauma injury (ie., life threatening, severe body injury) may be treated at any medical treatment facility to which emergency medical personnel transport them. The employee will subsequently be examined by the program physician. The designated program physician will determine if the employee is capable of returning to regular duties; or, if restricted, returning to work under the options as described above. This plan will include any necessary rehabilitation plan to be followed, the approximate duration of any return to work assignment, and indicate any physical therapy the injured employee may require. The program physician(s) may require follow-up medical evaluations. An employee may, after the initial evaluation by the program physician, elect to continue treatment with their personal physician provided the program physician's recommendations are followed. The employee will sign any necessary waivers to allow their personal physician(s) to release information to the program physician. The employee's personal physician will be the physician of record for

Workers' Compensation purposes. Upon the program physician's determination that an injury requires the employee to be off work, wherein the employee reports said injury within twenty-four (24) hours of the incident of illness or injury, paid leave shall be granted by the employer. If the opinion of the employee's physician conflicts with that of the program physician and such opinion is presented to the employer in three (3) work days of the program physician's evaluation, and if the physicians cannot agree after consultation, the employee will be referred for a third opinion. A panel of occupational health specialists for third opinions shall be established by the TPS/TAAP workers' compensation committee. The third opinion shall be determinative of the employee's injury pay status under the contract and shall not be subject to further appeal or review. If the third opinion is consistent with the program physician's plan and the employee enters and later drops out of the plan, then the employer can recoup injury wage continuation pay from the employee's sick time accumulation. If the employee does not have a sufficient sick time balance, the employer shall recoup the injury pay by reducing future sick leave earnings by one-half (1/2) until the injury pay is fully recouped. Employees in an alternate work assignment shall be evaluated at least once a week and any appropriate modifications and upgrades shall be discussed with the program physician. A medical release from either the program or personal treating physician of an injured worker is required prior to returning an employee in an alternate work assignment to his/her original position. Employees who sustain an injury in the course of and arising out of, their employment under such circumstances as would cause such injury or disability to be compensable under the Workers' Compensation Laws of the State of Ohio, who choose NOT to be evaluated by the program physician, or who choose NOT to follow that physician's recommended program, and go only to the physician of their choice, are NOT entitled to any paid wage continuation benefits contained in this program.

Compensation

An employee working in the return to work/transitional work program will be compensated at their regular rate of pay. An employee shall be given up to two (2) hours released time, if needed, to attend workers' compensation hearings. An injured employee will make every effort to schedule follow-up examinations and/or physical therapy during non-working hours. These appointments shall be coordinated with Toledo Public

School's Managed Care Organization. If scheduling during non-working hours is not possible, an employee shall be given up to two (2) hours release time, if needed, for follow-up appointments and/or physical therapy appointments.

Permanent Restrictions/Disability

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

APPENDIX K

Current Health Care Plan Options

FORM 1
Toledo Public Schools
Outline of Medical Benefits & Employee Costs

BENEFIT SUMMARY - PRODUCT	OPTION 1	OPTION 2	OPTION 3
	IN-NETWORK	IN-NETWORK	IN-NETWORK
OFFICE VISIT COPAY	\$15	\$15	\$15
PREVENTATIVE CARE	100%	100%	100%
DEDUCTIBLE SINGLE FAMILY	\$1,000 \$2,000	\$500 \$1,000	\$250 \$500
CO-INSURANCE SINGLE FAMILY	80% 80%	80% 80%	90% 90%
OUT OF POCKET LIMIT (Includes Deductible & Co-Insurance) SINGLE FAMILY	\$5,000 \$10,000	\$3,500 \$7,000	\$1,750 \$3,500
EMERGENCY ROOM CO-PAY	\$100	\$100	\$100

Your Deductible, Co-Insurance and Out-of-Pocket limit runs from September 1, 2011 through August 31, 2012

Amount of Employee Deduction (10 mo. column applies if paid over 10 months and 12 mo. column applies if paid over 12 months)

	Option 1		Option 2		Option 3	
	Effective 9/1/2011		Effective 9/1/2011		Effective 9/1/2011	
	10 Mo.	12 Mo.	10 Mo.	12 Mo.	10 Mo.	12 Mo.
Emp. Only	\$95.18	\$79.32	\$98.27	\$81.89	\$103.42	\$86.18
Emp. & Children	\$132.17	\$110.14	\$149.71	\$124.76	\$160.01	\$133.34
Emp. & Spouse (Pri)	\$132.17	\$162.53	\$201.22	\$167.68	\$163.82	\$136.51
Emp. & Spouse (Sec)	\$126.02	\$105.02	\$129.10	\$107.58	\$134.26	\$111.88
Emp. & Retired (TPS) Spouse (Pri)	\$126.02	\$105.02	\$129.10	\$107.58	\$134.26	\$111.88
Emp., Ret. TPS Sp (Pri) & Children	\$203.72	\$169.77	\$211.52	\$176.26	\$263.84	\$184.89
Emp., Spouse (Pri) & Children	\$215.64	\$179.70	\$223.88	\$186.57	\$263.24	\$196.87
Emp., Spouse (Sec) & Children	\$203.72	\$169.77	\$211.52	\$176.26	\$263.84	\$184.89

APPENDIX K

CURRENT HEALTH CARE OPTIONS (CONT.)

	Dental		Vision	
	Eff. 9/1/11		Eff. 9/1/11	
	10 mo.	12 mo.	10 mo.	12 mo.
Emp only	\$5.16	\$4.30	\$.92	\$.77
Spouse only	\$5.16	\$4.30	\$.92	\$.77
Children only	\$4.56	\$3.80	\$.89	\$.74
Emp & children	\$8.88	\$7.40	\$1.67	\$1.39
Spouse & children	\$8.88	&7.40	\$1.67	\$1.39
Emp & children	\$13.10	\$10.92	\$2.45	\$2.04
Emp, spouse, & children	\$14.56	\$12.13	\$2.45	\$2.27

All 90 day prescriptions and maintenance drugs must be filled through mail order with only one (1) co-pay.

Maintenance drugs (30 day supply only) at retail on the 4th fill and thereafter, will cost employee/dependent two (2) co-pays to fill. No 90-day prescriptions can be filled at retail. RX Plan at retail for up to a 30-day supply will be \$5.00 for generic drugs; \$25 for Formulary Brand; and \$40 for Non-Formulary Brand drugs.

APPENDIX L

**MATRIX REVIEW/DEPARTMENT
REORGAINZATION AGREEMENT**

Business Division - Business Department					
Current Class	Current Position Name	Currently Held by (7/31/11)	New Class	New Position Name/ Appointment	New Job Description
8	OSFC Projects Foreman	Ron Miller		Eliminate	
8	Logistics & Delivery Foreman	Andrew Frank		Foreman, Logistics and Delivery	yes
8	Business Division Manager	Michele Brown	5	Business Division Manager	yes
7	Coordinator, Risk Mgmt. & Legal Services	Carmon Day	7	Coordinator, Rsk Mgmt. & Legal Services	yes
Business Division - Facilities					
1	Director, Facilities Operations	Vacant (C. Hill)		Admin. Dir., Maintenance & Operations (Ron Miller)	yes
8	Supervisor/ Foreman, Facilities Operations	Joyce Huggins		Foreman, Maintenance & Operations	yes
8	Supervisor/ Foreman, Facilities Operations	Steve Stambaugh		Foreman, Maintenance & Operations	yes
8	Supervisor/ Foreman, Facilities Operations	Robert Stainbrook		Foreman, Maintenance & Operations	yes

Business Division - Pearson					
Current Class	Current Position Name	Currently Held by (7/31/11)	New Class	New Position Name/ Appointment	New Job Description
8	Foreman, Electrical	Ron Wolf		Foreman, Maintenance & Operations	yes
8	Foreman, Mechanical	Vacant (Wooden)	5	Asst. Dir., Maintenance & Operations	yes
Business Division - Computer Department					
5	Systems Specialist, Human Resources	Peggy Price		Systems Spec. Bus/Treas.	yes
5	Service Delivery Specialist	Vanessa Hollabaugh		Systems Spec. Student Info.	yes
5	Telecommunications Specialist	Vacant (Huguelet)		No Change (Dave Falzone)	yes
6	Systems Security Specialist	Vacant (Beavers)	7	System Administrator	no
6	Systems Specialist Student Information	Kathy Dunn	5	No Change-Kathy Dunn	no
6	System/ Developer/ Integrator	Phil Wilkins	5	System Spec. Bus/Treas.- Phil Wilkins	no
6	Network Specialist	Dave Falzone	7	Network Administrator	yes
6	Network Specialist	Vacant (Anteau)	7	Network Administrator	yes
7	Field Operations Supervisor	Vacant (Anderson)		No Change (Ron Spieldenner)	yes
6	Systems Analyst/ Programmer	Vacant (McCullough)	7	System Administrator	yes
10	Internal Operations Coordinator	Vacant (Garcia)		No Change (Angie Taylor)	yes

Curriculum Division					
Current Class	Current Position Name	Currently Held by (7/31/11)	New Class	New Position Name/ Appointment	New Job Description
6	Grant Manager/ Facilitator of Federal Programs	Martin Johnson		Title I Facilitator	no
6	Grant Manager/ Facilitator of Federal Programs	Scott TenEyck		Title I Facilitator	no
6	Title I NCLB Facilitator	Tim Black		Eliminate	n/a
2	Director, Instructional Tech. & Instruc. Support	Michael Martinez	1	Director, Instructional Technology- Michael Martinez	yes
2	Director, Language Arts, Reading & ESL	Karen Berman		Eliminated	
	New	New	3	Life Coach	yes
2	Director, Mathematics and Gifted Education	Vacant (MacMilan)		Eliminate- per negotiations	
2	Director, Science, Health, P.E. & Wellness	Robert Mendenhall		Eliminate- per negotiations	
2	Director, Social Studies & Foreign Language	Jennifer Lawless		Eliminated	
	New	New	3	Life Coach	yes
	New	New	3	Life Coach	yes
	New	New	1	Director, Curriculum (Robert Mendenhall	yes

Curriculum Division					
Current Class	Current Position Name	Currently Held by (7/31/11)	New Class	New Position Name/ Appointment	New Job Description
1	Director, Athletics & Extra-Cur. Activities	Ed Scrutchins		Eliminated	
	New	New	Consult	Director, Athletics & Extra-Cur. Activities	
	Coordinator, Instructional Planning	Vacant (Gregory)		Eliminate	
K - 12					
11	TAAP Exec. Admin Asst	Cindy Palmer		Exec. Admin Asst-K-12 Education	yes
11	TAAP Exec. Admin Asst	Vacant (formerly Keatley)		Exec. Admin Asst-K-12 Education	yes
Human Resources					
1	Director, Employee Benefits	Vacant (Couturier)		Eliminate - per negotiations	

APPENDIX M

TAAP LEADERSHIP MODEL AGREEMENTS

TAAP and the Administration acknowledge that the following components of the TAAP Leadership Model have been reviewed and agreed to:

1. Urban Leadership development Program (ULDP)
 - A. Establishment of the ULDP
 - B. Extending the ULDP
 - C. Establishing a Potential Administrator Talent Pool
 - D. Assignment of ULDP Mentors Mentoring Incentives
 - E. ULDP Mentor Position Application Form
 - F. ULDP Mentor Job Description
 - G. ULDP Mentor Position Selection Process
 - H. Responsibilities of the ULDP Selectee
2. Matrix Selection Process
 - A. The Leadership Profile
 - B. Job Interview
 - C. Interview Panel
 - D. Interview Procedure
 - E. Total Points
 - F. Recommendation
3. Peer Mentor Program
 - A. Peer Mentor Requirements
 - B. Peer Mentor Review Panel
 - C. Assessment and Recommendations
4. The Leadership Assessment
 - A. Definition of Terms
 1. Administrator
 2. Provisional
 3. Non-Provisional
 4. Conference/Observations
 5. Ratings
 - F. Recommendations
 1. Continuation in the present position
 2. Encouraged to seek promotion
 3. Encouraged to request reassignment
 4. Continuation in the provisional program for a third year
 5. Referral to the Intervention Program
 - a. Retention in the Intervention Program
 - b. removal from the Intervention Program

- 6. Recommendation for a program of further professional growth
- 7. Non-renewal of matrix contract
- 8. Immediate termination
- G. Length of Contract
 - 1. One (1) Year Contracts
 - 2. Two (2) Year Contracts
 - 3. Three (3) Year Contracts
- H. Meaning of Signatures
- I. Second Level Reviews
- J. Implementation Dates and Procedures
- M. Provisional Matrix Persons
- N. Provisional/Non-Provisional Matrix Evaluation Review Board
- 5. The Intervention Program
 - A. Intervention Review Panel
 - B. Intervention Assignment
 - C. Assessment and Recommendations
 - D. School Intervention Team
- 6. Recruitment/Retention Leadership Incentive Program
 - A. Purpose
 - B. Incentives
 - C. Commitment
 - D. Recruitment/Retention Leadership Incentive Review Board

7. RECRUITMENT/RETENTION LEADERSHIP INCENTIVE PROGRAM

A. Purpose

The purpose of the Recruitment/Retention Leadership Incentive Program is to provide the financial incentives necessary to attract the most viable candidates for positions in the Toledo Public Schools and retain them.

B. Incentives

- 1. Up to twenty thousand dollars (\$20,000) annually in additional compensation.
- 2. A guaranteed four (4) year contract.
- 3. Exemption from bumping while in the assignment pursuant to the Recruitment/Retention Leadership Incentive Program

C. Commitment

Once the person accepts the assignment from the Superintendent, he/she must remain in that assignment for four (4) consecutive years.

D. Recruitment/Retention Leadership Incentive Review Board

1. The Recruitment/Retention Leadership Incentive Program Review Board shall consist of the following:
 - the Superintendent
 - the TAAP President
2. The Recruitment/Retention Leadership Incentive Review Board shall have the power to determine a financial recruitment/retention incentive up to twenty thousand dollars (\$20,000) per year, above the normal salary range for the position being advertised in order to provide incentive for people to actively seek the position.

APPENDIX M-1
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNIVERSITY OF TOLEDO (UT)
AND
THE TOLEDO PUBLIC SCHOOLS (TPS)
AND
THE TOLEDO ASSOCIATION OF
ADMINISTRATIVE PERSONNEL
UAW
LOCAL 5242 (TAAP)

RE: The Continuation of an Urban Leadership Development Program through a Learning Partnership

URBAN LEADERSHIP DEVELOPMENT PROGRAM

The parties agree to the continuation of an Urban Leadership Development Program which shall consist of the three (3) phases defined as follows:

I. Identifying and Training Future Urban Leaders

This two (2) year program will lead to a Master's of Education, or a Specialist in Educational Administrative and Supervision concentrating in Urban Leadership Skills. In addition, individuals completing the master's, or specialist program will then enroll in the necessary course work and field experience to complete licensure as a building administrator.

a. Criteria for Selection

1. The criteria for selection will be established by the Urban Leadership Development Program Board of Trustees to include the following:
 - five (5) years of successful teaching under a standard contract and certificate
 - successful completion of a background check by the Human Resource Office
 - compliance with the University of Toledo Graduate School Entrance requirements.
2. Individuals nominated, as well as, other interested individuals will be invited to a general information meeting. At the general information meeting the Urban Leadership Development Program will be explained and the necessary application materials required for full admission to the program will be distributed.

3. Those individuals who meet the initial qualifications (see #1 above) will be invited to participate in selected group process activities, as defined by the Urban Leadership Development Program Trustees.
4. The Urban Leadership Development Program Board of Trustees will select a maximum of twenty-five (25) individuals to participate in the Urban Leadership Development Program.

II. Mentoring the ULDP Cohort Members

A cohort, up to five (5) experienced administrators may be selected to mentor five (5) individuals selected to participate in the Urban Leadership Development Program.

a. Purpose

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

b. Selection Process

The Urban Leadership Development Program Board of Trustees will select the ULDP Cohort Mentors.

c. Mentoring Incentives

1. Each mentor may be paid five thousand dollars (\$5,000) for mentoring a team of five (5) ULDP cohort members.
2. The ULDP Mentor may be required to take three (3) course offerings, tuition free, with his/her ULDP cohort team.
3. The University of Toledo may support the development of a core of clinical faculty from the ULDP mentors and other qualified professionals.

III. Empowering Current Urban Leaders

This certificate program will allow current building administrators to renew their certificates and/or attain licensure, work toward advanced degrees and acquire the specific school improvement skills necessary to excel in the urban setting.

a. Purpose

1. Each school building administrator will be required to take specific offerings to acquire

- the knowledge and skill base unique to the urban setting in the Toledo Public Schools.
2. Upon successful completion of these courses the certificates of each building administrator will include the designation of urban leadership training.
 3. All off-campus offerings will be tuition free to participants.
 4. Specific offerings will be scheduled during the matrix person's regular work day and regular work year during the time that students and teachers are not in the building. These offerings will count as fulfillment of the matrix person's calendar and the time will not be made up.

THE URBAN LEADERSHIP DEVELOPMENT PROGRAM BOARD OF TRUSTEES

The Urban Leadership Development Program shall be governed by the Urban Leadership Development Program Board of Trustees utilizing a consensus model based on a set of operating values adopted by the ULDP Trustees. The Urban Leadership Development Program Board of Trustees shall consist of the following:

Four (4) Representatives of the University of Toledo

Four (4) Representatives of the Toledo Public Schools

Four (4) Representatives of the Toledo Association of Administrative Personnel UAW

Local 5242

Chairmanship of the Urban Leadership Development Program Board of Trustees shall be rotated between UT, TAAP, and T.P.S., with UT having the chairmanship during the first (1st) year.

THE URBAN LEADERSHIP DEVELOPMENT PROGRAM BOARD OF TRUSTEES EMPOWERMENT

The Urban Leadership Development Program Board of Trustees shall be empowered to:

1. Establish the selection criteria for ULDP applicants (mentees) and mentors.

2. Select the ULDP cohort (mentees) maintaining the ULDP commitment to diversity and select ULDP mentors from the applicants currently serving in a matrix administrative capacity.
3. Establish the ULDP Trustee meeting dates, times, and locations.
4. Maintain the collaboration and input of the University of Toledo College of Business while exploring the inclusion of other University of Toledo Colleges.
5. Review and approve the content of course offerings recognizing the characteristics of the Toledo Public Schools and the challenges faced by T.P.S. administrators while at the same time exposing the ULDP Cohort to best practices and research on the national level.
6. Collaboratively identify, recommend, and approve instructors to the University of Toledo utilizing where appropriate T.P.S. personnel as instructors or participating in University training.
7. Activate a recruiting plan that results in a diverse cohort of administrative candidates.
8. Explore ways to expand the ULDP cohort to other districts.
9. Consider other T.P.S. administrative needs (i.e. curriculum directors, business directors, special education matrix persons etc.); but, understanding the primary training and field experience will be in building level positions and ULDP cohort members will be expected to serve an acting assignment in a building.
10. Development and implement three (3) ULDP cohort evaluation windows: at the conclusion of year one; after ULDP cohort members have participated in acting assignments; and, at the end of any academic course.
11. Remove a ULDP cohort member from the program. This decision by ULDP Board plurality vote based on, but not limited to:
 - attendance and timelines
 - University class performance
 - payment of all fees and fines on a timely basis

- difficulty or negative evaluations in acting assignment
 - any other good and/or just cause
12. Engage in an ongoing assessment of the Urban Leadership Development Program.

URBAN LEADERSHIP KNOWLEDGE AND SKILL BASE

The following themes will serve as the core knowledge and skill base of the Urban Leadership Development Program:

- Multi-Cultural Diversity
 - Team Building – Collaboration
 - Action Based Research
 - Conflict and Dispute Resolution
 - Practical Expertise in Special Education Problems
- These core concepts will be key themes included where applicable in the performance-based licensure program which has the following competency areas established for beginning administrators:

- Facilitating the Vision
- School Culture and Instructional Program
- Managing the Organization
- Collaboration and Community Engagement
- Ethics and Integrity
- Understanding Publics

All courses developed for the program will meet the Interstate School Leaders Consortium Standards (ISSLC) and all other accreditation standards for the department.

BEGINNING ADMINISTRATOR INSTITUTE FOR ULDP COHORT MEMBERS

In addition to the duties assigned to the ULDP Cohort Mentors by job description the mentors will be responsible for establishing a Beginning Administrator Institute for ULDP cohort members. The Institute will meet quarterly for one (1) year, three (3) hours per session. Attendance would be mandatory. The Institute will address T.P.S. related issues not necessarily covered in the standard university offering. Topics would be suggested by the ULDP Board of Trustees. Topics could include; but, not necessarily by limited to:

- T.P.S. curriculum initiatives from the viewpoint of the administrator
- T.P.S. personnel policies and practices
- Pupil personnel issues

- T.P.S. discipline procedures; staff; and students
- Transitioning from teacher to administrator
- multicultural diversity training/issues
- social justice issues
- additional collaboration training

The institute would also serve as a sounding board for ULDP cohort members explaining and/or clarifying ULDP cohort member responsibilities, protocols, and obligations.

URBAN LEADERSHIP DEVELOPMENT PROGRAM COORDINATOR

The ULDP Board of Trustees will hire one (1) retiree to serve as the Coordinator of the Urban Leadership Development Program. It shall be the purpose of this coordinator to serve as a liaison between the ULDP Trustees and the ULDP Cohort, between the ULDP Cohort and the University, and between the ULDP Cohort and the ULDP Trustees. In addition the ULDP Trustees will be responsible for:

- 1 .Establishing a job description.
2. Conducting, interviewing and hiring a candidate.
3. The pay for the Coordinator shall be twenty thousand dollars (\$20,000) per year financed as follows:
 - University of Toledo \$ 3,000
 - TAAP UAW Local 5242 \$ 7,000
 - T.P.S. \$10,000

FINANCING THE URBAN LEADERSHIP DEVELOPMENT PROGRAM

- 1.T.P.S. agrees to establish a line item of
 - \$100,000 for 2011 - 2012
 - \$150,000 for 2012 - 2013
 - \$150,000 for 2013 - 2014

out of Title monies. It is further understood that monies will continue to be budgeted beyond 2011 in anticipation of a sixth (6th) cohort.

2. It is further understood that the ULDP Trustees are authorized to seek and secure additional funding (through grants) to off-set the costs of the ULDP.

ADJUSTING THIS MEMORANDUM OF UNDERSTANDING

1. It is understood that this agreement can be adjusted as needed by the ULDP Board of Trustees acting in consensus.

APPENDIX N

The Memorandums of Understanding attached hereto and numbered TAA 11-001 to 11-012 (there is no 11-004 or 11-011) are integral parts of this Agreement and supersede any inconsistent provisions herein.

MEMORANDUM OF UNDERSTANDING BETWEEN THE TOLEDO BOARD OF EDUCATION (BOARD) AND THE TOLEDO ASSOCIATION OF ADMINISTRATIVE PERSONNEL (TAAP UAW LOCAL 5242)

RE: The Redesigning and Reopening of Robinson Middle School

The School Improvement Committee, consisting of Jerome Pecko, Superintendent, Francine Lawrence, President, Toledo Federation of Teachers, and Donald R. Yates, President, Toledo Association of Administration Personnel, met and have agreed via the Race to the Top agreement signed on October 22, 2010 to implement the "Turnaround Intervention Model" at Robinson Middle School, and to redesign the curriculum and other staffing and instructional provisions, and reopen Robinson Middle School in August in accordance with the following agreements:

CLOSING ROBINSON MIDDLE SCHOOL

1. Robinson Middle School will close at the end of the 2010-2011 school year displacing those teachers and matrix persons assigned to the school on a full-time basis. It will re-open as a K-8 school in the Fall, 2011.
2. All full time Matrix personnel will be permitted to lateral transfer to a like position agreed to by TAAP and the Board, or may choose to be displaced in accordance with Article XII-A of the TAAP Agreement and will be reassigned in accordance with Article XII-B-C of the TAAP Agreement.

STAFFING ROBINSON ELEMENTARY SCHOOL

1. Recognizing the need to hire a principal at Robinson K-8 School to participate in the selection of an assistant principal and other Matrix personnel and teachers. TAAP has agreed to modify the principal Matrix Appointment Procedure as follows:

- a) Use the current elementary principal job description for the posting and agree to revise the job description via the negotiations process for the district's new K-8 Principal position;
 - b) Require principal adherence to the RttT provisions within the RttT agreement of October 22, 2011
2. The Principal of Robinson will be paid an additional 15% of his/her base pay as incentive pay in addition for his/her regular salary.
 3. The Assistant Principal and Counselor of Robinson will be paid an additional 5% of his/her base pay as incentive pay to his/her regular salary.
 4. The Matrix Staff are "no bump" positions for three years and the "no bump" provision may be extended by mutual agreement between TAAP and the Board.

Rev. 08/02/11

Additional Understandings

1. The School Improvement Committee will be advised of and approve all curricular, instructional and operational changes to the October 22, 2010 RttT Agreement.
2. Matrix persons assigned to Robinson will participate in the designing and planning of professional development to be offered at Robinson and will be paid in accordance iwht the TAAP agreement.

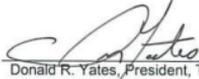
This Memorandum of Understanding is subject to ratification by the Board of Education.

FOR THE BOARD:

FOR THE UNION


Jerome Pecko, Superintendent

8-19-11
Date


Donald R. Yates, President, TAAP

8-18-11
Date


Daniel M. Romano III, Treasurer

8/22/11
Date


Cheryl Spieldenner
Chief Human Resource Officer

8-18-11
Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE TOLEDO BOARD OF EDUCATION
AND**

**TOLEDO ASSOCIATION OF ADMINISTRATIVE
PERSONNEL UAW LOCAL 5232 (TAAP)**

RE: Administrator on Special Assignment -- Stacey Scharf

K-8 Transformation

The above parties agree that Stacey Scharf will be in Human Resources, on a temporary basis, to provide the district with assistance developing and implementing the K-8 Transformation for staffing the schools for the 2011-2012 school year.

August 12, 2011

Compensation of one hour per day (June 1 to ~~July 29,~~
2011 August 1, 2011 ~~July 29, 2011~~) as well as daily rate (June 23 to ~~July 29, 2011~~) will be paid to Stacey Scharf.

This MOU is not precedent setting and will not ne used as a basis for any further agreement.

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

FOR THE BOARD:

FOR THE UNION:

Jerome Pecko _____ 8-19-11
Date

Donald Yates _____ 8-18-11
Date

Daniel M. Romano III _____ 8/22/11
Date

Donald Yates,
President, TAAP
UAW Local 5242

Cheryl L. Spaldenier _____ 8/18/11
Date

Cheryl L. Spaldenier
Chief Human Resource Officer

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE TOLEDO BOARD OF EDUCATION
AND**

**TOLEDO ASSOCIATION OF ADMINISTRATIVE
PERSONNEL UAW LOCAL 5232 (TAAP)**

**RE: Temporary Position Reclassification for the
2011-2012 School Year:**

Assistant Principal positions at the following schools will temporarily classified as a Dean of Students (classification 8), until such time as they are advertised, interviewed and filled as Assistant Principal positions (classification 6), or upon completion of the 2011-2012 school year, at which time they will convert to assistant principal class 6 positions.

- Chase
- Glenwood
- King
- Pickett
- Rosa Parks

The Life Coach position at Scott High School will be temporarily classified as a classification a classification 8, until such time as it is advertised, interviewed and filled as a classification 6, or upon completion of the 2011-2012 school year, at which time it will convert to a class 6 position.

This MOU is not precedent setting and will not be used as the basis for any further agreements.

Deans displaced as a result of the district's transformation/reductions of June 2011 will be held harmless through the end of the 2011-2012 school year.

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

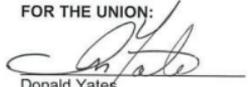
FOR THE BOARD:

 8-9-11
 Dr. Jerome Pecko
 Superintendent
 Date

 8/9/11
 Daniel M. Romano III
 Treasurer
 Date

 8-9-11
 Cheryl Spaldenier
 Chief Human Resources Officer
 Date

FOR THE UNION:

 8-9-11
 Donald Yates
 President, Toledo Association of
 Administrative Personnel, UAW
 Local 5242
 Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE TOLEDO BOARD OF EDUCATION
AND
TOLEDO ASSOCIATION OF ADMINISTRATIVE
PERSONNEL UAW LOCAL 5232 (TAAP)**

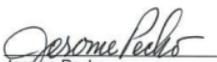
RE: Sandra A. Ellis #094692

As a result of the District's K-8 Transformation Plan, Sandra A. Ellis will be moved to the position of Elementary Principal at Larchmont Elementary School, effective August 1, 2011. Effective with this move, Sandra A. Ellis' classification will change from a 5 to a 4.

All other provisions of the TAAP/TBE CBA apply.

This agreement is based on exceptional district need and shall not be considered precedent setting.

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


Jerome Pecko
Superintendent

8-19-11
Date


Donald Yates
President, Toledo Association of Administrative
Personnel, UAW
Local 5242

7-26-11
Date


Daniel M. Romano III
Treasurer

8/22/11
Date


Cheryl L. Spieldenner
Chief Human Resource Officer

7-26-11
Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE TOLEDO BOARD OF EDUCATION
AND**

**TOLEDO ASSOCIATION OF ADMINISTRATIVE
PERSONNEL UAW LOCAL 5232 (TAAP)**

**RE: Robinson and Glenwood Principal
Classification**

Persons selected for these positions will keep their current classifications if they currently are a matrix classification 1, 2, 3 or 4. If selected, persons with any other classification will receive a classification 5. Any agreed upon incentives will be based on the individual's current classification and level if the individual holds a current matrix classification of 1, 2, 3 or 4. If not, incentives will be based on a classification of 5.

Individual hired from the outside will be hired as a classification 5.

The incentives will be in effect for three years and may be extended upon agreement by both parties.

This MOU is not precedent setting and will not be used as a basis for any further agreements.

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

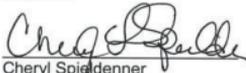
FOR THE BOARD:


Dr. Jerome Pecko
Superintendent

8-19-11
Date


Daniel M. Romano III
Treasurer

8/22/11
Date


Cheryl Spindenner
Chief Human Resources Officer

8/18/11
Date

FOR THE UNION:


Donald Yates
President, Toledo Association of
Administrative Personnel, UAW
Local 5242

8-2-11
Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE TOLEDO BOARD OF EDUCATION
AND**

**TOLEDO ASSOCIATION OF ADMINISTRATIVE
PERSONNEL UAW LOCAL 5232 (TAAP)**

RE: Principal Positions at Glenwood and Robinson

All qualified candidates will be interviewed. Candidates must have the proper certification as well as classroom teaching experience.

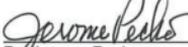
Reference letters will be send out, but will not be part of the screening.

Internal candidates will be held harmless.

This MOU is not precedent setting and will not be used as the basis for further agreements.

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

FOR THE BOARD:



Dr. Jerome Pecko
Superintendent

8.19.11
Date



Daniel M. Romano III
Treasurer

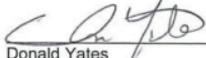
8/22/11
Date



Cheryl Spieldenner
Chief Human Resources Officer

8/18/11
Date

FOR THE UNION:



Donald Yates
President, Toledo Association of
Administrative Personnel, UAW
Local 5242

8.2.11
Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE TOLEDO BOARD OF EDUCATION
AND**

**TOLEDO ASSOCIATION OF ADMINISTRATIVE
PERSONNEL UAW LOCAL 5232 (TAAP)**

**RE: Acting Principals in Beverly, East Broadway
and Spring Elementary Schools**

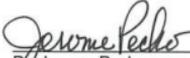
Article IX, Acting Assignments, Section D of the TAAP Contract states "If an Elementary has an Assistant Principal, the Assistant Principal will be automatically assigned to be Acting Principal, whenever the Principal is absent provided he/she has been evaluated exceptional or meets expectations when he/she has acted."

Due to the critical need of the District at the K-8 level, and the need to fill multiple vacancies, the Toledo Board of Education and the Toledo Association of Administrative Personnel agree to an exception for Beverly, East Broadway and Spring Elementary Schools for the 2011-2012 school year.

This MOU is not precedent setting and will not be used as the basis for any further agreements.

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

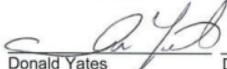
FOR THE BOARD:

 8-19-11
 Dr. Jerome Pecko Date
 Superintendent

 8/20/11
 Daniel M. Romano III Date
 Treasurer

 8/2/11
 Cheryl Spaldenner Date
 Chief Human Resources Officer

FOR THE UNION:

 8-2-11
 Donald Yates Date
 President, Toledo Association of
 Administrative Personnel, UAW
 Local 5242

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE TOLEDO BOARD OF EDUCATION
AND
TOLEDO ASSOCIATION OF ADMINISTRATIVE
PERSONNEL UAW LOCAL 5232 (TAAP)**

RE: Counselor Staffing for the 2011- 2012 School Year

As a result of the district wide transformation plan, School Counselor positions at the former middle schools have been eliminated. The district will be staffed with Elementary School Counselors based on the negotiated agreement with TAAP. The following guidelines will be followed when placing Counselors:

Counselors assigned last year to high schools, ASP schools, and Phoenix/Polly Fox Academies, with the exception of any High School Counselor who is displaced as a result of changes in staffing levels, will remain in their positions and cannot be bumped from their assignments and are not eligible to bid the elementary counseling positions.

Any High School Counselor who is displaced as a result of changes in staffing levels, will be included in the counselor assignment session scheduled for the Elementary Counselors.

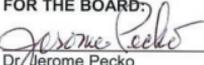
Those counselors at the former middle schools who have the highest seniority will remain at their location for the 2011-2012 school year. If the position is staffed as a full time School Counselor at the former middle school, the highest senior counselor will remain full time at that location. If the position is staffed as a half time School Counselor at the former middle school, the highest senior counselor will remain half time at that location and will be assigned another elementary school half time. These individuals are not eligible to bid other elementary counseling positions at the scheduled counseling assignment session.

All Elementary School Counselors and remaining former Middle School Counselors will be displaced and will be notified of the date the counseling assignments will be made. All placements at the scheduled counseling assignment session will be made based on matrix seniority.

This MOU is not precedent setting and will not be used as the basis for any further agreements.

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

FOR THE BOARD:


Dr. Jerome Pecko
Superintendent

8-10-11
Date

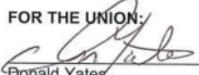

Daniel M. Romano III
Treasurer

8/11/11
Date


Cheryl Spieldenner
Chief Human Resources Officer
Rev. 8/9/11

8-9-11
Date

FOR THE UNION:


Donald Yates
President, Toledo Association of
Administrative Personnel, UAW
Local 5242

8-16-11
Date

8-9-11 TO 001110

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE TOLEDO BOARD OF EDUCATION
AND
TOLEDO ASSOCIATION OF ADMINISTRATIVE
PERSONNEL UAW LOCAL 5232 (TAAP)**

RE: The Redesigning of Glenwood Elementary School

The School Improvement Committee, consisting of Jerome Pecko, Superintendent, Francine Lawrence, President, Toledo Federation of Teachers, and Donald R. Yates, President, Toledo Association of Administrative Personnel, met and have agreed via the Race to the Top agreement signed on October 22, 2010 to implement the "Turnaround Intervention Model" at Glenwood Elementary School, and to redesign the curriculum and other staffing and instructional provisions, in accordance with the following agreements:

1. Recognizing the need to hire a principal at Glenwood K-8 School to participate in the selection of an assistant principal and other Matrix personnel and teachers. TAAP has agreed to modify the principal Matrix Appointment Procedure as follows:
 - a) Use the current elementary principal job description for the posting and agree to revise the job description via the negotiation process for the district's new K-8 Principal position;
 - b) Require principal adherence to the RttT provisions within the RttT agreement of October 22, 2011
2. The Principal of Glenwood will be paid an additional 15% of his/her salary base as incentive pay in addition to his/her regular salary.
3. All full time matrix staff at Glenwood will be paid an additional \$6,000.00 per year as compensation for their extended day.
4. The Principal is a "no bump" position for three years and the "no bump" provision may be extended by mutual agreement between TAAP and the Board.

Additional Understandings

The School Improvement Committee, consisting of Jerome Pecko, Superintendent, Francine Lawrence, President, Toledo Federation of Teachers, and Donald R. Yates, President, Toledo Association of Administrative Personnel, met and have agreed via the Race to the Top agreement signed on October 22, 2010 to implement the "Turnaround Intervention Model" at Glenwood Elementary School, and to redesign the curriculum and other staffing and instructional provisions, in accordance with the following agreements:

1. The School Improvement Committee will be advised of and approve all curricular, instructional and operational changes to the October 22, 2010 RttT Agreement.
2. Matrix persons assigned to Glenwood will participate in the designing and planning of professional development to be offered at Glenwood and will be paid in accordance with the TAAP agreement.

All of the above is contingent on the RttT grant funding being available.

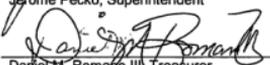
This Memorandum of Understanding is subject to ratification by the Board of Education.

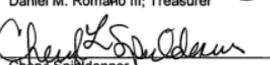
This Memorandum of Understanding is subject to ratification by the Board of Education.

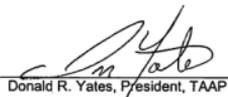
FOR THE BOARD:

FOR THE UNION


 Jerome Pecko, Superintendent
 Date 9-22-11


 Daniel M. Romano III, Treasurer
 Date 9/23/11


 Cheryl Spalden
 Chief Human Resource Officer
 Date 9-22-11


 Donald R. Yates, President, TAAP
 Date 9-23-11

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE TOLEDO BOARD OF EDUCATION
AND
TOLEDO ASSOCIATION OF ADMINISTRATIVE
PERSONNEL UAW LOCAL 5232 (TAAP)
(Pending Board Approval)**

Supplemental Positions	Allocations
Administrative Assistant	\$1856
All City Sports Banquet	\$1754
Administrator in Charge of Music	\$4455
Administrator in Charge of Art	\$4455
Administrator in Charge of Physical Education	\$4455
Administrator in Charge Construction Projects	\$3713
Administrator on Special Assignment Assistant to Treasurer	\$1082
Building Test Coordinator	\$446
School Assistance Center Coordinator (6)	\$4950
Certification Coordinator (2)	\$1114
Guidance Director	\$1980
Director of Guidance Services (1)	\$2228
LPDC Committee	\$3341
Peer Mentor	\$1856
Principal Two Buildings	\$1689
Special Education Re-Evals	\$150
SAC Technology Resource Specialist	\$1335
Textbook Selection	\$1050
Twenty-First (21 st) Century Grant	\$2775
Student Teacher Placement	\$1300
Director Alternative School, Speech Therapy	\$1411
Supervisor, SAC Coordinator	\$2599
Master Schedule Design	\$446
Scott High School Principal Incentive	\$4950
TTA Principal Incentive Pay	\$7920
M L King Principal Incentive Pay	\$2970
Pickett Principal Incentive Pay	\$3960
Stewart Principal Incentive Pay	\$3564
Old West End Principal Incentive Pay	\$4950
Homeless Coordinator	\$2525
Ace	\$3341
Intern Counselor Placement	\$1299
Implementing/Monitoring Building Automation	\$2228
Interpreter Supervisor	\$1411
TAAP Leadership Program Director	\$4510
TAAP Leadership Steering Committee	\$743
TEEN Institute Peer Educator	\$646
OT/PT Director	\$1411
PGC Instructor	\$270
Tech Prep Enhancement	\$743
Director Compensatory Services	\$4455
Minutes	\$1114
Mediac Services	\$1337
Incentive Pay Case Manager	\$3950
Food Services Warehouse	\$1936
School Matrix persons shall be paid hourly for extended time to cover student supervision for EHSO	Hourly Rate
Gwen Canfield will be paid extended time for covering two director positions (Food Service Manager	Hourly Rate

Administrative Assistant - one supplemental position will be available at Bowsher, Rogers, Start, Woodward.

Administrative Assistant - one supplemental position will be available at Bowsher, Rogers, Start, Woodward.

Guidance Director - The supplemental will be available at Bowsher, Rogers, Scott, Start, Waite, Woodward. Guidance Directors will also coordinate the SOS tutoring program.

Master Schedule Design - Supplemental will be available at each school for the duration of the CBA.

Principal Incentive Pay / SAC Coordinators - Supplemental at TTA, M L King, Pickett, Old West End and Stewart will be subject to the 2.5% reduction as outlined in the CBA.

TEEN Institute Peer Educator - Supplemental will be available at Bowsher, Rogers, Scott, Start, Waite, Woodward.

The following Supplementals will be funded out of the TAAP Leadership fund for the duration of the CBA.

- Peer Mentor
- TAAP Leadership Steering Committee

The Following Supplementals will be funded out of the TAAP Medicaid funds:

- Director Alternative School, Speech Therapy
- SAC Coordinator
- Supervisor, SAC Coordinator
- Interpreter Services
- Medicaid Services

The following Supplementals have been suspended for the duration of the CBA:

- Administrator on Special Assignment
- Coordinator Direct Instruction and Success for all
- Instructional Planning Consultant
- Coordinator Early Childhood
- Jefferson/Madison Facilitators
- Jefferson/Madison Planning Team
- Summer School High School Principal, Assistant Principal, Dean
- Summer School Elementary and Middle School Principal,
- Elementary/Secondary Summer School Coordinator
- Petty Cash Inservice
- Director Safety Education

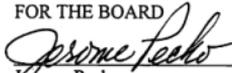
- Coordinator Students Helping Students
- Comprehensive Continuous Improvement Plan
- Dispensing Medications
- Employee Involvement Facilitator
- Early Success for Children
- Grove Patterson Principal Stipend
- Director Health Immunization
- Intermediate Plus Coordinator
- Transportation Reports
- Urban League Development Program Mentor
(may be negotiated if ULDP Board of Trustee approve funds available)
- Conflict Mediation
- English as a Second Language
- YMCA Youth Opportunities Program

The Supplement pay schedule will be reinstated to August 2009 level on June 30, 2013.

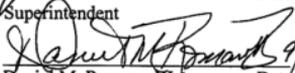
Funding for supplemental pay will return to the general fund on June 30, 2013.

Unless otherwise stated herein, supplemental pay will not be subject to the 2.5% reduction applied to other compensation.

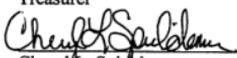
FOR THE BOARD


Jerome Pecko
Superintendent

9/13/11
Date

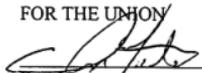

Daniel M. Romano III
Treasurer

9/13/11
Date


Cheryl L. Spalden
Chief Human Resource Officer

9/13/11
Date

FOR THE UNION


Don Yates
President TAAP

13th a.y.
9-12-11
Date

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**Toledo Association of
Administrative Personnel**

Leadership Model



 **Toledo Public Schools**

TOLEDO PUBLIC SCHOOLS LEADERSHIP MODEL

PHILOSOPHY

The concept, development, and implementation of the Toledo Public Schools Leadership Model is a mutual recognition by the Superintendent and the Toledo Association of Administrative Personnel (TAAP) that it is essential to:

1. Identify and provide practical leadership experience to potential matrix candidates.
2. Develop an objective process for screening, interviewing, and selecting competent individuals to fill matrix vacancies.
3. Provide newly employed, or newly promoted, matrix persons with an intensive inservice training.
4. Establish meaningful performance standards for matrix persons in leadership roles.
5. Provide a specific format for helping those matrix persons who are experiencing difficulties on their jobs.
6. Establish career enhancing incentives for those matrix persons identified as exemplary.

COMPONENTS OF THE MODEL

The Leadership Model has eight essential components:

1. The Urban Leadership Development Program (ULDP)
2. The Matrix Intern Program
3. The Matrix Selection Process
4. The TAAP-START Program
5. The Peer Mentor Program
6. Leadership Assessments
 - > Short Form
 - > Long Form
 - > Three Hundred Sixty Degree (360°)
7. The Intervention Program
8. Leadership Incentive Program

These components and procedures for implementing them are detailed in the following sections.

1. URBAN LEADERSHIP DEVELOPMENT PROGRAM

A.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNIVERSITY OF TOLEDO (UT)
AND
THE TOLEDO PUBLIC SCHOOLS (TPS)
AND
THE TOLEDO ASSOCIATION OF
ADMINISTRATIVE PERSONNEL (TAAP)**

RE: THE ESTABLISHMENT OF AN URBAN LEADERSHIP DEVELOPMENT PROGRAM THROUGH A LEARNING PARTNERSHIP

URBAN LEADERSHIP DEVELOPMENT PROGRAM

The parties agree to the establishment of an Urban Leadership development Program which shall consist of the three (3) phases defined as follows:

I. Identifying and Training Future Urban Leaders

This two (2) year program will lead to a Master's of Education in Educational Administrative and Supervision concentrating in Urban Leadership Skills. In addition, individuals completing the master's program will then enroll in the necessary course work and field experience to complete licensure as a building administrator.

a. Purpose

1. The criteria for selection will begin with the University of Toledo Graduate School Entrance requirements, a minimum of three (3) years of successful teaching under a standard contract and certificate, and recognition by a principal or administrator, that the person to be considered has the potential to be an exemplary urban leader.
2. Individuals nominated will be invited to a general information meeting in late February. At that time the program will be explained and the necessary application procedures for full admission to the program will be distributed.
3. Those individuals desiring to continue the application process will be given until the middle of March to complete the total application package, which will include selected group process activities that will be rated. All materials will be submitted to, reviewed and evaluated by, the Urban Leadership Board of Trustees.
4. The Urban Leadership Board of Trustees will select a maximum of twenty-five (25) individuals to

participate in the Urban Leadership Development Program and will notify these individuals by May 15.

II. Mentoring Urban Leaders

A cohort of twenty (20) experienced administrators will be selected to mentor those twenty (20) individuals selected to participate in the Urban Leadership Development Program.

a. Purpose

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

b. Selection Process

The Urban Leadership Development Board of Trustees will select the twenty (20) practicing administrators.

c. Mentoring Incentives

1. Each mentor will be paid the appropriate stipend for mentoring as agreed to in the TAAP/TPS contract.
2. The three (3) required course offerings that the mentor must take with the mentee will be tuition free for the mentor.
3. The university will support the development of a core of clinical faculty from the mentor cohort and other qualified professionals.

III. Empowering Current Urban Leaders

This certificate program will allow current building administrators (beginning with principals) to renew their certificates and/or attain licensure, work toward advanced degrees, and acquire the specific school improvement skills necessary to excel in the urban setting.

a. Purpose

1. Each school building administrator (beginning with principals) will be required to take specific offerings to acquire the knowledge and skill base unique to the urban setting in the Toledo Public Schools.
2. Upon successful completion of these courses the certificates of each building administrator will include the designation of urban leadership training.
3. All off-campus offerings will be tuition free to participants.
4. Specific offerings will be scheduled during the matrix person's regular work day and regular work year, during the time that students and teachers are not in the building. These offerings will count as fulfillment of the matrix person's calendar and the time will not be made up.

THE URBAN LEADERSHIP DEVELOPMENT BOARD OF TRUSTEES

The Urban Leadership Development Program shall be governed by the Urban Leadership Development Board of Trustees utilizing a consensus model based on a set of operating values adopted by the Trustees. The Urban Leadership Development Board of Trustees shall consist of the following:

Four (4) Representatives of the University of Toledo

Four (4) Representatives of the Toledo Public Schools

Four (4) Representatives of the Toledo Association of Administrative Personnel

Chairmanship of the Urban Leadership Development Board of Trustees shall be rotated between UT, TAAP, and TPS, with UT having the chairmanship during the first year.

THE URBAN LEADERSHIP DEVELOPMENT BOARD OF TRUSTEES EMPOWERMENT

The Urban Leadership Development Board of Trustees shall be empowered to:

1. Review the content of the course offerings.
2. Collaboratively identify and recommend instructors to the University.
3. Establish the selection criteria for the applicants (mentees) and mentors.
4. Select the cohort (mentees) from the pool of applicants and select the mentors from the applicants who are currently serving in a matrix administrative capacity.
5. Activate a recruiting plan that results in a diverse cohort of administrative candidates.
6. Engage in an ongoing assessment of the Urban Leadership Development Program.

URBAN LEADERSHIP KNOWLEDGE AND SKILL BASE

The following themes will serve as the core knowledge and skill base of the Urban Leadership Development Program:

Multi-Cultural Diversity Team Building - Collaboration
Action Based Research
Conflict and Dispute Resolution
Practical Expertise in Special Education Problems

These core concepts will be key themes included where applicable in the performance- based licensure program which has the following competency areas

established for beginning administrators:
Facilitating the Vision School Culture and Instructional
Program

Managing the Organization
Collaboration and Community Engagement
Ethics and Integrity
Understanding Publics

All courses developed for the program will meet the Interstate School Leaders Consortium Standards (ISSLC) and all other accreditation standards for the department.

DURATION OF THE AGREEMENT

The parties agree that the Urban Leadership Development Program defined in this memorandum shall exist for a period of two (2) years, ending unless renewed by August 30, 2000. It is further understood that this agreement can be adjusted as needed by the Board of Trustees acting in consensus.

URBAN LEADERSHIP DEVELOPMENT PROGRAM

Merrill Grant 1/8/98
Superintendent - Toledo Public Schools

Philip J. Rusche 3/27/98
Dean - College of Education and Allied Professions
University of Toledo

Daniel L. Merritt 3/10/98
Chairman - Department of Educational Leadership
University of Toledo

David E. McClellan 1/8/98
President - Toledo Association of Administrative
Personnel

**B.
MEMORANDUM OF UNDERSTANDING
BETWEEN**

**THE UNIVERSITY OF TOLEDO (UT)
AND
THE TOLEDO PUBLIC SCHOOLS (TPS)
AND
THE TOLEDO ASSOCIATION OF
ADMINISTRATIVE PERSONNEL (TAAP)**

**RE: EXTENDING THE URBAN LEADERSHIP
DEVELOPMENT PROGRAM (ULDP)
AGREEMENT**

The above mentioned parties agree that the Urban Leadership Development Program memorandum (see attachment) will be extended based on the following understandings:

1. The ULDP as defined in the attachment will be extended for an additional one (1) year period so that the current cohort may complete the licensure phase of the program.
2. It is further understood that the above mentioned parties are authorized to seek and secure the funding necessary to begin a second (2nd) ULDP Cohort.
3. The parties agree that a second (2nd) Cohort will not begin until funding has been secured.
4. The extension of the ULDP Memorandum (see attachment) will end August 30, 2001 unless funding is secured for a second (2nd) Cohort, in which case the extension will end with the completion of the second (2nd) Cohort.
5. Finally it is understood that this agreement can be adjusted as needed by the ULDP Board of Trustees acting in consensus.

Dr. Eugene T.W. Sanders Superintendent, Toledo Public Schools

Dr. Charlene M. Czerniak Interim Dean, College of Education
University of Toledo

Dr. Virginia L. Keil ULDP Governing Board Member
University of Toledo signed 9/8/00

C.
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE TOLEDO PUBLIC SCHOOLS (BOARD)
AND
THE TOLEDO ASSOCIATION OF ADMINISTRATIVE
PERSONNEL
(TAAP)

RE: ESTABLISHING A POTENTIAL ADMINISTRATOR TALENT POOL

The following agreement represents the undersigned parties' formula for the establishment of a Potential Administrator Talent Pool:

1. The Urban Leadership Development Program (ULDP) trustees will identify and select up to twenty-five (25) candidates for admission into the ULDP.
2. The administration will apply to the state for temporary certification for all (up to twenty-five) candidates selected for admission into the ULDP.
3. Each Urban Leadership Development Candidate selected will be required to sign an agreement indicating that he/she will complete the Urban Leadership Program within the required timelines and that he/she will remain with the Toledo Public Schools in an administrative capacity for a minimum of three (3) years after successfully completing the ULDP.
4. Once a ULDP selectee has signed the above mentioned agreement, and once the board of education has approved the Superintendent's recommendation to request temporary certification from the state for the selectees, the selectees will become part of the administrator talent pool and thus eligible to apply for and be appointed to a matrix position or to an acting position.
5. If a ULDP selectee is appointed to a matrix position, he/she shall be placed appropriately on the matrix.
6. If a ULDP selectee is appointed to a matrix position prior to the issuance of temporary certification by the state, the selectee will be called an administrative assistant and may be limited in the scope of his/her duties until the temporary certification has been granted by the state. Once temporary certification has been granted by the state, the selectee will carry the title and full

responsibility of the matrix job he/she is in.

7. If a ULDP selectee fails to fulfill the requirements listed in number three (3) above, he/she shall immediately be removed from his/her matrix assignment.
8. This agreement will remain in place for two (2) years.

Richard Daoust Deputy Superintendent

David E. McClellan, President, TAAP signed 12/7/98

D.
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE TOLEDO PUBLIC SCHOOLS (BOARD)
AND
THE TOLEDO ASSOCIATION OF ADMINISTRATIVE
PERSONNEL
(TAAP)

RE: THE ASSIGNMENT OF ULDP MENTORS ULDP MENTORING INCENTIVES

The above mentioned parties have agreed to implement section II. (Mentoring Urban Leaders) of the Memorandum of Understanding between the University of Toledo (UT), the Toledo Public Schools (TPS), and the Toledo Association of Administrative Personnel (TAAP) regarding: “the establishment of an Urban Leadership Development Program (ULDP) through a Learning Partnership as follows:

Selection Process

Instead of selecting a cohort of twenty (20) experienced administrators to mentor the ULDP cohort, five (5) ULDP mentors have been selected to mentor a team of five (5) ULDP cohorts.

Mentoring Incentives

Each ULDP mentor will be paid five thousand dollars (\$5,000) for mentoring a team of five (5) ULDP cohorts. All other references in II. Mentoring Urban Leaders remains the same.

**E. URBAN LEADERSHIP DEVELOPMENT
PROGRAM MENTOR POSITION
APPLICATION FORM**

I _____ wish to be considered as an applicant for the position of Urban Leadership Development Program Mentor. I certify that I will be available for the required two (2) year ULDP Mentoring commitment and will not retire during this two (2) year period.

_____ (please initial)

I also certify that during my career as a Toledo Public School Administrator I have three (3) years or more of demonstrated success as an Elementary Principal or Secondary Principal.

Application must be submitted by June _____
If you have previously applied to be a Mentor in the Urban Leadership Development Program you **MUST REAPPLY!**

Please include a copy of your resume.

Please send your APPLICATION FORM and CURRENT RESUME to:

Human Resources, Room 105
Thurgood Marshall Building
420 East Manhattan Blvd.
Toledo, Ohio 43608

F. JOB DESCRIPTION

TITLE: Urban Leadership
CLASSIFICATION: remains at
Development Program Mentor
same level

REPORTS TO: ULDP Board of Trustees

WORK CALENDAR: remains same

FUNCTION: The ULDP mentor serves as a leader/coach of an Urban Leadership Development Team, which consists of five (5) members of the current ULDP cohort.

DUTIES: Duties include, but are not restricted to:

1. Leads discussions sharing practical experiences and best administrative practices.
2. Is familiar with current educational literature and able to discuss educational reform practices.
3. Is able to demonstrate team building and

collaboration skills.

4. Is available to attend some class sessions, assist instructors, and lead appropriate team discussions consistent with materials presented in class.

5. Is responsible for monitoring the field experience/acting assignments/promotions of the cohort members of the Urban Leadership Development Team.

6. May be selected to teach in the Urban Leadership Development Program as clinical faculty for additional compensation.

QUALIFICATIONS: Three (3) years or more of demonstrated success as an Elementary Principal or Secondary Principal and a current full-time employee. Applicant must be willing to fulfill a two (2) year commitment to the cohort team and remain a full-time TPS employee during that period.

SALARY: Five thousand dollars (\$5,000) per year (ULDP mentor component)

HUMAN RESOURCES /s/ Richard Daoust/s/ David E. McClellan Date 5/5/99

G. URBAN LEADERSHIP DEVELOPMENT PROGRAM MENTOR POSITION SELECTION PROCESS

1. The Toledo Public School Screening Process will be utilized to determine the number of candidates to be interviewed. The Urban Leadership Development Program (ULDP) trustees will screen every candidate.
2. The ULDP mentor applicants will be interviewed by the ULDP trustees. One (1) trustee from the University of Toledo, one (1) trustee from the Toledo Association of Administrative Personnel will be designated to ask the questions. The questions will be developed by the ULDP trustees.
3. The ULDP trustees will rank the candidates and reach consensus on the FIVE (5) ULDP mentors to be selected.
4. A ULDP trustee must be present for all screenings and interviews in order to participate in the final selection process.

H.
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNIVERSITY OF TOLEDO (UT)
AND
THE TOLEDO BOARD OF EDUCATION (BOARD)
AND
THE TOLEDO ASSOCIATION OF
ADMINISTRATIVE PERSONNEL (TAAP)
AND
THE URBAN LEADERSHIP DEVELOPMENT
PROGRAM SELECTEE

RE: THE RESPONSIBILITIES, COMMITMENTS,
AND UNDERSTANDINGS OF THE ABOVE-
MENTIONED PARTIES

I, _____ have been selected to be
part of the first (1st)

(Name of Selectee)

cohort group in the Urban Leadership Development
Program (ULDP). I accept my appointment to
the ULDP and along with the University of Toledo, the
Toledo Board of Education, and the Toledo
Association of Administrative Personnel agree to the
Responsibilities, Commitments, and
Understandings as follows:

SELECTEE RESPONSIBILITIES

1. I understand that I must hold and maintain a current teaching certificate.
2. I will apply for and gain entrance to the University of Toledo Graduate School.
3. I understand that I must pay for all out-of-state surcharges for non-residents, graduate school application fees, laboratory, parking and general fees assessed for on or off campus courses, books and supplies.
4. I understand that I must maintain satisfactory progress in all course work and employment reviews to continue in the ULDP.
5. I understand that if:
 - a. I withdraw from the cohort before completing the program;
 - b. I am dismissed from the cohort;
 - c. I fail to pass the State Licensure Examination within one (1) year of completing the ULDP;
 - d. I leave the employ of the Toledo Public Schools before completing the three (3) year

administrative commitment

I will reimburse the University of Toledo, the Toledo Board of Education, and the Toledo Association of Administrative Personnel for any cost(s) incurred by them on my behalf up to the time of my departure from the program.

6. I understand that I will complete the ULDP within the required timelines and that I will remain with the Toledo Public Schools in an administrative capacity for a minimum of three (3) years after successfully completing the ULDP. _____
(Please initial)

COMMITMENTS TO THE SELECTEE

1. The University of Toledo, the Toledo Public Schools, and the Toledo Association of Administrative Personnel will cover in-state tuition for the complete program.
2. The Toledo Public Schools will apply to the State of Ohio for temporary certification for all twenty-five (25) candidates selected for admission into the ULDP.
3. Once the ULDP selectee has initialed six (6) above, and once the Board of Education has approved the Superintendent's recommendation to request temporary certification from the State of Ohio for the selectee, then the selectee will become part of the administrator talent pool and thus be able to apply for and be appointed to a matrix (administrative) position, or to an acting administrative position.
4. If/when a ULDP selectee is appointed to a matrix position, he/she shall be placed appropriately on the matrix salary schedule.
5. If a ULDP selectee is appointed to a matrix position prior to the issuance of temporary certification by the State of Ohio, the selectee will be called an "administrative assistant" and may be limited in the scope of his/her duties until the temporary certification has been granted by the State of Ohio. Once the State of Ohio has granted temporary certification, the selectee will carry the title and full responsibility for the matrix assignment he/she is in.

2. MATRIX INTERN PROGRAM

A. A joint Matrix Intern Committee of six (6), consisting of three (3) of the Superintendent's designees and three (3) of the TAAP president's designees shall establish a Matrix Intern Program. When such program is established, the following provisions shall govern its operation:

1. All persons possessing proper qualifications shall be eligible to apply for matrix intern positions.
2. The matrix Intern Committee, through the interview process established by this Agreement will select the matrix interns each year from the number of applications received.
3. Assignments shall be diversified so as to permit a variety of experience for matrix interns and shall take into account the particular needs of the school district in any given year. Exceptions to the assignment diversification can be made when unique circumstances dictate. Recommendations for assignments will be made by the Matrix Intern Committee to the Superintendent. Any changes to these recommendations contemplated by the Superintendent shall be discussed with the president of TAAP prior to implementation.
4. A matrix intern shall be evaluated at the end of each quarter by the matrix person to whom he/she reports. The intern evaluation forms shall be developed by the Matrix Intern Committee. The internship may be terminated at the end of any evaluation period as the result of an unsatisfactory evaluation. At the end of the intern experience, evaluations shall be reviewed by the Matrix Intern Committee.

A rating scale for final evaluation shall be developed by the Matrix Intern Committee and matrix interns shall be informed of their evaluation report by the Matrix Intern Committee. A copy of this report shall be placed in the intern's personnel file subject to provisions in the TAAP or any other agreement governing personnel files. Successful completion of an internship is not a guarantee of appointment to any matrix position.

5. The internship program shall be a vehicle through which potential matrix personnel may be trained. Matrix interns who have successfully completed this program and who apply for matrix vacancies shall be given consideration before persons outside the system, or applicants other than current matrix personnel are considered.

6. During the matrix internship, interns shall be paid at the salary which they would have received that year in their previous position.
7. Non-bargaining unit employees serving as matrix interns shall not accrue matrix seniority or bargaining unit rights with TAAP, but shall continue to be covered by the bargaining unit of which they are members. In the case of interns not members of any Board recognized bargaining unit, the Superintendent may set the pay level and specify fringe benefits and other working conditions for such interns after evaluating the recommendations of the Matrix Intern Committee. Any changes to the recommendations made by the Matrix Intern Committee contemplated by the Superintendent shall be discussed with the TAAP president prior to the implementation.

B. Matrix Intern Program Implementation

1. A Matrix Intern Program shall be implemented by phases beginning with school building matrix positions in September 2001. Notwithstanding the provisions of 4117, Ohio Revised Code, this program may be terminated by either party upon giving notices of such in writing thirty (30) days prior to termination.
2. Matrix Intern positions shall be created as follows:
 - a) One (1) elementary principal will be released from his/her assignment for a period of two (2) years to:
 - serve as a mentor for up to ten (10) entry level principals who are required to follow the state guidelines for licensure or newly promoted principals who are not required to follow state guidelines for licensure.
 - evaluate the entry level principals
 - provide all job-alike sessions in elementary education

One (1) secondary principal will be expected to:

- serve as a mentor for up to eight (8) entry level principals who are required to follow the state guidelines for licensure or newly promoted principals who are not required to follow state guidelines for licensure
- evaluate the entry level principals
- provide all job-alike sessions in secondary education. If the number of entry level principals exceeds five (5) then a principal

would be released from his/her assignment for a period of two (2) years.

- b) Principals will be paid five thousand dollars (\$5,000) to serve as mentors in addition to their regular salary.
- c) Principals serving as mentors will receive appropriate training, provided by the state, which will allow them to be certified.
- d) The position(s) vacated by principal mentors will serve as intern positions for those matrix persons accepted into an internship.
- e) This process will be followed until all matrix vacancies are filled.
- f) All internships will be governed by number three (3) in section two (2).
- g) Matrix persons serving as interns will be paid the acting assignment rate for the position they are filling.
- h) At the completion of the year the intern process will begin again.

C.
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE TOLEDO PUBLIC SCHOOLS (BOARD)
AND
THE UNIVERSITY OF TOLEDO (UT)
DEPARTMENT OF COUNSELING AND HUMAN
RESOURCES
AND
THE TOLEDO ASSOCIATION OF ADMINISTRATIVE
PERSONNEL (TAAP)

RE: THE ESTABLISHMENT OF A COUNSELOR
INTERN PROGRAM IN THE TOLEDO PUBLIC
SCHOOLS

It is agreed by and between the parties that:

1. The Board and TAAP agree to accept the University of Toledo intern counseling candidates into those counseling slots for which no permanent candidates exists.
2. The Board and TAAP agree to pay the counseling interns as if they were in regular service (Class and Level) for the duration of their internship.
3. UT commits to actively recruiting a diverse population of counseling candidates reflective of the Board's diverse population.
4. The Board and TAAP will assign a peer mentor to the counselor intern to provide appropriate supervision in order to ensure the successful completion of the intern's counseling program.
5. The Board and TAAP agree to guarantee permanent placement, as a full-time counselor with the Toledo Public Schools upon successful completion of the internship provided the candidate meets the hiring requirements of the Board and provided the candidate successfully obtains a counselor certificate from the State of Ohio.
6. TAAP agrees to waive those provisions of the TAAP Agreement which provide for screening and interview processes.
7. Successful interns offered contracts with the Board must submit to drug screening, background checks, provide appropriate references, and agree to employment as a counselor in the Toledo Public Schools for a minimum period of three (3) years.

8. Interns will have TAAP agency fees deducted from their pay and will be entitled to all economic benefits of the TAAP Agreement and the grievance procedure only as it applies to those specific benefits.
9. UT agrees to inform those candidates eligible for internships that there are paid counseling internships available in the Toledo Public Schools.

This agreement will be in force for a period of two (2) years and will be reviewed prior to June, 1999.

For the Board:

Richard Daoust 10/16/97

Deputy Superintendent For the Union:

David E. McClellan 10/23/97

President, TAAP For the University of Toledo:

Robert Wendt, Chair 10/17/97

Department of Counseling and Human Services The
University of Toledo

Philip J. Rusche 10/23/97

College of Education and Allied Professions The
University of Toledo

D.
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE TOLEDO PUBLIC SCHOOLS
AND
BOWLING GREEN STATE UNIVERSITY (BGSU)
AND
THE TOLEDO ASSOCIATION OF ADMINISTRATIVE
PERSONNEL (TAAP)

RE: THE ESTABLISHMENT OF A COUNSELOR
INTERN PROGRAM IN THE TOLEDO PUBLIC
SCHOOLS

It is agreed by and between the parties that:

1. The Board and TAAP agree to accept the Bowling Green State University intern counseling candidates into those counseling slots for which no permanent candidates exists.
2. The Board and TAAP agree to pay the counseling interns as if they were in regular service (Class and Level) for the duration of their internship.
3. BGSU commits to actively recruiting a diverse population of counseling candidates reflective of the Board's diverse population.
4. The Board and TAAP will assign a peer mentor, who is certified in counseling, to the counselor intern to provide appropriate supervision in order to ensure the successful completion of the intern's counseling program.
5. The Board and TAAP agree to guarantee permanent placement, as a full-time counselor with the Toledo Public Schools upon successful completion of the internship provided the candidate meets the hiring requirements of the Board and provided the candidate successfully obtains a counselor certificate from the State of Ohio.
6. TAAP agrees to waive those provisions of the TAAP Agreement which provide for screening and interview processes.
7. Successful interns offered contracts with the Board must submit to drug screening, background checks, provide appropriate references, and agree to employment as a counselor in the Toledo Public Schools for a minimum period of three (3) years.
8. Interns will have TAAP agency fees deducted

from their pay and will be entitled to all economic benefits of the TAAP Agreement and the grievance procedure only as it applies to those specific benefits.

9. BGSU agrees to inform those candidates eligible for internships that there are paid counseling internships available in the Toledo Public Schools.

This agreement will remain in effect unless either party cancels it.

FOR THE BOARD:

Richard Daoust Deputy Superintendent

FOR THE UNION:

David E. McClellan 2/23/98
President, TAAP

FOR BOWLING GREEN STATE UNIVERSITY

Rich Wilson, Chair 2/17/98

Department of Special Education Studies

Jane Wolfle, Chair 1/17/98

Department of Educational Foundation and Inquires

Lees Sternberg, Dean 2/17/98

College of Education and Human Development

3. MATRIX SELECTION PROCESS

(Article III - C. TAAP-TBE Agreement) A. The Leadership Profile

When a person applies for a matrix position, the Human Resources Office shall construct a "Leadership Profile" for that particular candidate. The "Leadership Profile" shall record the following information and points, and shall be used to determine which candidates shall be interviewed for a particular matrix position. All Leadership Profiles shall be screened by the Leadership Profile Committee. There will be no pre-screening.

1. The Candidate's name
2. Current position
3. Credentials

Does the candidate possess the proper job related credentials (qualified/certificated) for the position sought?

Yes _____ No _____

If the answer to this question is no, the candidate will be thanked in writing for his/her interest, and disqualified from further consideration. If the answer to this question is yes, a determination must be made regarding the candidate's credentials:

Do the candidate's credentials meet the expectations of the position?

Are the candidate's credentials exceptional?

If the candidate's credentials are determined to be exceptional he/she will receive 1 or 3 points. (3 is high)

4. Experience

Does the candidate possess job-related experience?

Yes _____ No _____

If the answer to this question is yes, a determination must be made regarding the candidate's job related experience.

Does the job-related experience meet the expectation of the position?

Is the job-related experience exceptional?

If the candidate's experience is determined to be exceptional he/she will receive 1, 3, or 5 points. (5 is high)

5. Urban Perceiver Interview for Principals

TAAP and the Board agree that the Urban Perceiver Interview for Principals will be piloted for every candidate for a principalship in the Toledo Public Schools. All interview scores shall be converted to the following point system and the candidate shall receive the appropriate points: 0 or 5 (5 is high)

6. Immediate Supervisor's Recommendation - Written

Has the candidate been specifically recommended for this position, in writing, by his/her immediate supervisor?

Yes _____ No _____

If the answer is "yes," the candidate will receive 1, 3, or 5 points (5 is high) as determined by the Leadership Profile Committee. The Human Resources office will provide the supervisor with a form for this purpose.

If the answer is no, comments are required. The candidate who receives "no" from the immediate supervisor will have up to 5 points deducted from his/her Leadership Profile as determined by the Leadership Profile Committee.

7. Contributions to a school district or community

Has the candidate made any exceptional contributions to a school district or community?

Yes _____ No _____

If the answer is yes, the candidate will receive 1, 3, or 5 points. (5 is high)

8. Evaluation

Members of the TAAP bargaining unit, who are candidates for matrix vacancies will receive up to (3) points as determined by the Leadership Profile Committee if they are marked "Exceptional" on their most recent matrix evaluation.

If the Teaching/Non-Teaching or non-TPS candidates have been marked "outstanding" (or its equivalent) on their evaluation, the Teaching/Non-Teaching or non-TPS candidates will receive up to two (2) points as determined by the Leadership Profile Committee.

If any candidate (TAAP bargaining unit, Teaching/Non-Teaching) receives a marginal or unsatisfactory evaluation or if he/she is in intervention he/she will be disqualified from

further consideration until such time as his/her evaluation becomes "Meets Expectations."

9. Leadership Profile Committee

It is the function of the Leadership Profile Committee to construct a "Leadership Profile" for each applicant for a matrix job who possesses the proper qualifications/certification for the job. The "Leadership Profile" is constructed by recording the points awarded to the candidate by his/her immediate supervisor, and the points earned by the candidate for his/her evaluation and assigning by consensus the points awarded by the Leadership Profile Committee for "credentials", "experience", and "district-wide contributions". The Leadership Profile Committee shall consist of the following persons:

Assistant Superintendent, Human Resources
Superintendent's Designee (voting)
TAAP President
Compliance Officer (non-voting)

10. Interview Opportunity

Those candidates whose cumulative scores on the "Leadership Profile" rank in the top 10 shall be interviewed provided he/she scored at least one (1) point. Further, the Leadership Profile Committee may agree to interview up to an additional three (3) external candidates, even though they may not score any points, provided they meet the requirements of the position. Finally, the Leadership Profile Committee may reject all candidates and immediately re-post the position.

B. Job Interview

1. The purpose of the job interview is to provide each of the successfully screened applicants with the opportunity to be evaluated by an Interview Panel in concert with established criteria.

2. Interview Criteria

The interview criteria shall consist of the following categories to be evaluated:

- Leadership
- Potential Knowledge of the Position
- Technical Expertise/Experience

C. Interview Panel

The interview panel shall consist of and be limited to the following persons:

Superintendent or designee (may or may not be

included, at the superintendent's discretion)
Assistant Superintendent, Human Resources or his/
her designee
Appropriate cabinet person or his/her designee
Member from the department affected
TAAP member appointed by TAAP
Compliance officer (non-voting)

D. Interview Procedure

1. The interview panel shall convene thirty (30) minutes prior to the first scheduled interview for the purpose of reviewing resumes.
2. Unless an interviewer is present for all interviews for the same position, his/her ratings will not be recorded.
3. Each member of the interview panel shall receive in writing a compliance guideline which shall serve to govern the conduct of the interview panel prior to, during, and after the interview.
4. Each member of the interview panel shall respect the rights of each candidate to a fair and unbiased interview.
5. TAAP shall be notified at least five (5) working days in advance of any scheduled interview unless waived by the TAAP president.
6. The interview panel has the authority to modify the core questions.

E. Total Points

1. Each candidate has the possibility of earning one (1) through five (5) points for each category of the interview criteria (Leadership Potential, Knowledge of the Position, Technical Expertise/Experience).

The total number of interview points which can be earned by a candidate is fifteen (15) points.

2. Interview forms shall be turned into the compliance officer at the conclusion of each day's interviews.
3. No interview form shall be removed from the interview room by any member of the interview panel for the purpose of recording scores.
4. Once an interview form is marked it cannot be changed.
5. Once all of the interview forms have been completed and turned in, the compliance officer or his/her designee shall total all interview points earned by a candidate by category, divide the total

points earned for each category by the number of interview panel participants, and assign the average of those scores earned to the candidate's official interview form. The sum of those average scores shall determine the candidate's interview points.

F. Recommendation

1. Following the completion of interviews for positions identified herein, and the totaling of all points earned by the candidates from the "Leadership Profile" and the interview, the names of the top five (5) candidates shall be submitted to the Superintendent for final selection.
2. The Human Resource Office shall inform the TAAP president in writing of the name of the candidates submitted to the Superintendent or to the Collaborative Leadership Team. All information pertaining to the selection process shall remain confidential.
3. If the Superintendent should desire to reject the top five (5) candidates he/she or his/her designee shall discuss these intentions with the TAAP president prior to making a final decision.

4. PEER MENTOR PROGRAM

The Peer Mentor Program is a process whereby peers are assigned to newly appointed matrix persons, or newly promoted matrix persons for the purpose of acclimating them to their new job descriptions and evaluating their performance in their new job descriptions for the first year. The Peer Mentor Program is a process whereby experienced peers work with newly appointed or newly promoted matrix persons to help them make a smooth transition to a new job. Primarily, the process includes a prescriptive plan which allows the peer to perform all job related tasks on a timely basis and avoid the pitfalls that generally are associated with persons new to a job.

The program was developed to give the necessary support and guidance to matrix persons new on the job that would in turn perform better for the benefit of the school district. It is a process that demands candor on the part of the peer and the mentor. Since the ultimate goal is to ensure the district will have more qualified administrators, it is essential that constructive criticism during the peer-mentor period be accepted in the spirit of cooperation for improvement. Finally, a component of the process is the evaluation of the peer by the mentor. Because of the design of the process, it is important for the peer and mentor to work closely together; and

because of the documentation incorporated in the overall process, the mentor should be able to give a realistic evaluation of the peer.

The peer mentor has designed the format for the program by establishing what skills must be taught to all administrators through the TAAP-START program and what approach is to be used for a particular job by utilizing the job description items and behavioral objective models. The documentation process which accompanies the program is self-explanatory.

A. Peer Mentor Requirements

1. Any member of TAAP may apply to be considered as a TAAP Peer Mentor by filling out the TAAP Peer Mentor Application Form and returning it to the Human Resources Office; or a member of TAAP may be recruited to serve as a Peer Mentor by the Peer Mentor Review Panel.
2. TAAP Peer Mentors and TAAP Peer Mentors/Peer Coaches will be assigned by the Peer Mentor Review Panel as follows:

One (1) Peer Mentor/Peer Coach will be selected to provide job-alike TAAP-START training sessions for all of the mentees in each of the following matrix jobs: Elementary Principals, Secondary Principals, Elementary Assistant Principals, Junior High Assistant Principals, High School Assistant Principal Curriculum and Instruction, Pupil Personnel, Activities, Elementary Deans, Junior High Deans, and High School Deans. Evaluation responsibilities for these positions will reside with the principal, utilizing the appropriate evaluation form and procedures.

All other Peer Mentor Assignments will follow the procedures contained in item 4 of the Leadership Model.

3. TAAP Peer Mentors will serve for one (1) school year, or one (1) calendar year if the matrix person they are assigned to was appointed after the October Board Meeting.
4. Each TAAP Peer Mentor will be expected to observe the new matrix person the equivalent of one (1) full day per month at the new matrix person's job site.
5. The TAAP Peer Mentor is expected to file timely monthly reports on the dates indicated by the Director, as well as submit the completed Leadership Assessment on the dates as indicated by the TAAP Leadership Model.
6. The TAAP Peer Mentor will be released from his/her

regular administrative duties, by his/her supervisor in order to complete his/her observations.

7. Once during each semester the TAAP Peer Mentor will make arrangements to allow his/her assigned matrix person to “Shadow the Mentor” for one full day.
8. The TAAP Peer Mentor should be able to demonstrate that he/she has had monthly contact with his/her assigned matrix person’s immediate supervisor.
9. The TAAP Peer Mentor should investigate, research, and confirm or refute any information/complaints that originate in the new matrix person’s school/department.
10. The TAAP Peer Mentor will appear before the Peer Mentor Review Panel to present his/her evaluation and recommendations of the new matrix person assigned to him/her.
11. The person being evaluated shall have the right to respond to the evaluation in writing to the Peer Mentor Review Panel. He/she may also write to the Peer Mentor Review Panel about any concerns pertaining to the evaluation process.

B. Peer Mentor Review Panel

A Peer Mentor Review Panel will be established comprised of the Superintendent’s designee, the president of TAAP or his/her designee and the TAAP Leadership Program Director (non-voting). The purpose of this panel will be to agree on the assignment of peers to those matrix persons defined as follows:

- A person appointed to a matrix position from a teaching or non-teaching position with the Toledo Public Schools.
- A matrix employee who is promoted into a totally different matrix position.
- A person appointed to a matrix position in the Toledo Public Schools from outside the system.
- Other persons as agreed to by the Peer Mentor Review Panel.

C. Assessment and Recommendations

The Peer assigned by the Peer Mentor Review Panel, along with the Matrix person’s supervisor, will be responsible for the evaluation of the matrix person assigned. The TAAP Peer Mentor and supervisor will appear before the Peer Mentor Review Panel to present their evaluations and recommendations of the new matrix person assigned to him/her. The Peer

Mentor Review Panel shall have the right to modify or reject the evaluation/recommendations.

The Peer Mentor Review Panel will evaluate each TAAP Peer Mentor based on the following criteria:

1. Did the TAAP Peer Mentor complete his/her monthly on-site observations in a timely manner?
2. Did the TAAP Peer Mentor complete his/her reports on time?
3. Did the TAAP Peer Mentor provide his/her assigned matrix person with the opportunity to shadow him/her?
4. Did the TAAP Peer Mentor investigate, research, and confirm or refute any information/complaints that originated in the new matrix person's school/department?
5. Did the TAAP Peer Mentor maintain monthly contact with the assigned matrix person's immediate supervisor?

5. THE LEADERSHIP ASSESSMENT

The assessment form for each matrix employee will be completed by the person to whom he/she reports. The annual assessment of matrix personnel provided herein requires that each "administrator" in the TAAP bargaining unit be evaluated annually in writing utilizing the appropriate short form, long form, and in the year of his/her contract renewal the appropriate three hundred sixty degree (360°) assessment for the purpose of measuring the administrator's effectiveness in performing the duties included in his/her job description. This annual assessment complies with the requirements of ORC 3319.02.

Appendix E provides a list of reminders regarding dates, deadlines, and general information to be utilized and followed when completing the appropriate Leadership Assessment.

A. Definition of Terms

1. Administrator: Administrator, as used in this document, includes all matrix personnel covered by the TAAP Agreement.

2. Provisional: Administrators working under one (1) year contracts.

3. Non-Provisional: Administrators covered by two (2), three (3), or four (4) year contracts.

4. Conferences/Observations: During each assessment cycle all evaluators are required to conduct a minimum of two (2) assessment conferences or, where

appropriate, two (2) on-site assessment observations. The date and length of time are to be noted on the assessment form at the completion of the conference or observation and initialed by both the evaluator and evaluatee. The purpose of these sessions is to provide interim information about the evaluatee's performance in the areas of his/her job. If it is determined by the evaluator that further planning is needed to improve the evaluatee's performance, the evaluator shall be required to:

- a. utilize the Toledo Public Schools' Leadership Assessment Form as an interim report, for the purpose of documenting those specific objectives that need further planning or improvement; and
- b. follow up this interim report with an on-site observation instead of an assessment conference. The on-site observation shall be documented in the same manner as (a) above.

Both interim reports shall be attached to the final assessment form.

5. Ratings:

Exceptional*: Skill or performance is considerably beyond the expectations of this position as defined by the job description.

Meets Expectations of the Position:** Has the personal qualities and skills and performs the duties of the position at the level as defined by the job description.

Marginal*: Skill or performance of the position as defined by the job description needs strengthening in order to meet the expectations of the duties of the position as defined by the job description.

Unsatisfactory*: Skill or performance is so seriously deficient as to signify that failure to improve could result in a recommendation against continuation in the position.

B. Personal Qualities and Skills

The items listed are specific qualities and skills which are essential to efficient and effective leadership.

C. Job Duties and Responsibilities Current, approved job description duties for the evaluatee's position will be listed on the assessment form.

D. Special Assignments or Job-Related Activities

Not Included in the Job Description

When a matrix employee is required or requested or

volunteers to undertake a special assignment or activity above and beyond those included within the framework of the approved job description, such activities will be noted on the assessment form and his/her performance will be rated. It is the intent of this section to recognize leadership in areas which are in the interest of the Toledo Public Schools and which are related to one's position but not listed in his/her job description. Service on professional or community boards, system-wide committees, special developmental or service projects, and PTA council offices are examples of activities which may be appropriate to this section.

E. Summary Rating

This section represents a general overall assessment of the performance of the evaluatee in his/her current position. The rating is not intended to be a numerical average of the previous ratings. Note that ratings of Exceptional, Marginal, or Unsatisfactory require the evaluator to support the rating with appropriate comments. "Marginal" and "Unsatisfactory" also require the evaluator to use the Goals and Objectives Form (see Appendix G). The evaluator has the option of commenting on the rating "Meets expectations of the Position."

* Ratings followed by an asterisk (*) require written comments by the evaluator in support of the rating. "Marginal" and "Unsatisfactory" also require the evaluator to use the Goals and Objectives Form (see Appendix G).

** Ratings followed by two asterisks (**) do not require written comments; however, comments may be appropriate and are, therefore, optional.

F. Recommendations

This section of the assessment requires the evaluator to make one (1) or more recommendations to the Human Resources Department as a result of the assessment procedure. Final recommendations in regard to matrix positions and contracts will remain with the Superintendent.

1. Continuation in the present position

- To be checked when the evaluatee, whether provisional or non-provisional, meets or exceeds job expectations.
- When a provisional evaluatee has significant deficiencies but is to continue in the position during a second (2nd) year in a provisional program.

- To be checked in addition to #5 below when a non-provisional evaluatee has significant deficiencies but is to continue in the position and is to be referred to the Intervention Program for assistance.

2. Encouraged to seek promotion

- May be checked in addition to #1 above for a non-provisional evaluatee when, in the opinion of the evaluator, his/her performance indicates exceptional leadership potential.
- This recommendation will be given consideration if the evaluatee applies for a position at a higher classification at some future date.

3. Encouraged to request reassignment

- To be checked for either provisional or non-provisional evaluatees if, in the opinion of the evaluator, another assignment at the same classification or reassignment at a lower classification would be more appropriate.
- This recommendation may reflect conditions of a specific position or location, or may represent the judgment of the evaluator that a position of lesser responsibility would be a more appropriate placement.

4. Referral to the Intervention Program

To be checked in addition to #1 above for the non-provisional evaluatees who are experiencing difficulty in the performance of their professional duties with the intent of providing them assistance to improve their performance.

a. Retention in the Intervention Program

To be checked by the intervention team when they determine that the non-provisional evaluatee is making progress, but more time in intervention is necessary to correct the problems

b. Removal from the Intervention Program

To be checked by the intervention team in addition to #1, #3, or #6 when they determine that the intervention process has been concluded. See Interventional Program, p. 45.

5. Recommendation for a program of further professional growth

- To be checked in addition to #1 or #3 above if, in the opinion of the evaluator, marginal or unsatisfactory performance can be improved to meet job expectations.

- A program recommended for professional growth may include university coursework, visitations, PGCs, and/or other appropriate activities.
- This program is to be mutually developed by the evaluator and the evaluatee to include specific activities, the time frame, and expected outcomes. If an agreement is not reached between the evaluator and the evaluatee, the Review Panel will decide upon the corrective activities.

6. Non-renewal of matrix contract

7. Immediate termination

- To be checked for an evaluatee, either provisional or non-provisional, if his/her job performance is so seriously deficient as to merit non-renewal or termination.
- For matrix persons holding two (2), or three (3), year contracts renewable pursuant to Article VII of the TAAP Agreement, the evaluator may recommend non-renewal instead of termination.
- Following this recommendation, the evaluatee shall have all rights in regards to non-renewal or termination of a contract specified in the TAAP Contract and/or the Ohio Revised Code.

8. All final contract recommendations to the Board of Education remain the responsibility of the Superintendent.

G. Length of Contract

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

after the successful completion of the provisional period as defined above. Those Matrix persons currently on a three (3) year contract and meeting performance expectations of their position will be granted a three (3) year renewal.

H. Meaning of Signatures

Upon completion of the Leadership Assessment Form, which shall be done by the evaluator in the presence of the evaluatee, it shall be signed by both individuals. Signature by the evaluatee does not imply agreement with the assessment decisions. The evaluatee's signature does, however, mean that he/she has participated in the assessment process and is aware of its contents.

I. Second Level Reviews

When the assessment document has been signed by both the evaluator and the evaluatee the assessment document will be submitted to the evaluator's immediate supervisor no later than January 8. The immediate supervisor shall review the assessment forms and will sign the form indicating only that the document has been read. Second level reviewers shall not alter, modify, or qualify any part of the form or content of the assessment instruments, nor may attachments be added as a result of the second level review.

Second level review must be completed by January 15 and submitted to the Human Resources Office.

J. Implementation Dates and Procedures

Ohio law provides that a completed annual evaluation must be received by the evaluatee at least sixty (60) days before any action by the Board on the evaluatee's contract. Since the last day to act on administrative contracts is March 31, the dates provided below must be observed in order to meet this requirement.

January 8 - Assessment forms for all non-provisional employees (except those in the Intervention Program) are to be completed by evaluators and forwarded to the evaluator's immediate supervisors on or before January 8 for second level review. See below (January

15).

Assessment forms for provisional matrix employees (including those in the Peer Mentor Program) will be forwarded by the evaluators to the Provisional/Non- Provisional Matrix Evaluation Review Board on or before January 8.

Assessment forms for persons in the Intervention Program will be forwarded by the Intervention Team to the Intervention Review Panel on or before January 8.

January 15- Second level supervisors will review assessment forms for completeness and compliance with procedures. No changes in the evaluation will be made. After review, assessment forms are to be forwarded to the Provisional/Non- Provisional Matrix Evaluation Review Board on or before January 15.

February 5 - After review by the Provisional/Non-Provisional Matrix Evaluation Review Board, assessment forms are due in the Human Resources Department on or before February 5.

K. Short Form Leadership Assessment

The Short Form Leadership Assessment (see Appendix B) shall be utilized for the purpose of measuring the administrator's effectiveness in performing the duties in his/her job description when the matrix person is not up for contract renewal, provided that he/she is "Exceptional" or "Meets Expectations of the Position." All other dates and conditions as set forth in the TAAP Agreement and the Leadership Model are applicable.

L. Three Hundred Sixty Degree (360°) Assessment

The Three Hundred Sixty Degree (360°) Assessment (see Appendix D) shall be utilized for the purpose of measuring the administrator (principal, directors, curriculum specialists, and SAC staff) during the year he/she is up for contract renewal.

M. Provisional Matrix Persons

Persons in the following categories will be considered to have provisional status for two (2) or three (3) years and will be issued one (1) year contracts:

- A person appointed to a matrix position from a teaching or non-teaching position with the

Toledo Public Schools.

- A person appointed to a matrix position in the Toledo Public Schools from outside the system with one (1) year of administrative experience or less.

A matrix employee who is appointed to a matrix position at a higher classification shall not be considered provisional and shall be granted a two (2) year contract, renewable as a three (3) year contract at the end of the second (2nd) year if it is determined by his/her evaluation that the individual is meeting the expectations of the position.

A provisional employee will be recommended for a three (3) year contract at the end of two (2) years unless the summary rating is "marginal" or "unsatisfactory". In these cases, the evaluator may make one (1) or more of the following recommendations: (Appendix A, #V)

- The employee be continued in the Provisional Program for an additional year. (Appendix A, #V-4)
- A program for further professional growth be mutually agreed upon to be undertaken during a third (3rd) provisional year. (Appendix A, #V-6)
- The employee matrix contract not be renewed. (Appendix A, #V-7)
- Retention in the Intervention Program. (Appendix A, #V-5-a)
- Removal from the Intervention Program. (Appendix A, #V-5-b)

N. Provisional/Non-Provisional Matrix Evaluation Review Board

A Provisional/Non-Provisional Matrix Evaluation Review Board will be established to review the assessments of all provisional/non-provisional matrix persons. The board will be composed of two (2) appointees of the Toledo Association of Administrative Personnel and three (3) appointees of the Superintendent. Three (3) votes are required to enable the Provisional/Non-Provisional Matrix Evaluation Review Board to make a recommendation. Evaluators may be called before the board to explain the assessment and recommendation. The Provisional/Non-Provisional Matrix Evaluation Review Board shall have the responsibility of recommending the future employment status of the provisional/non-provisional matrix employees to the Human

Resources Department.

6. THE INTERVENTION PROGRAM

The Intervention Program is a process whereby non-provisional matrix personnel who are experiencing difficulty in the performance of their professional duties may receive professional support and assistance.

A. Intervention Review Panel

An Intervention Review Panel will be established comprised of the Superintendent or his/her designee and the President of the Toledo Association of Administrative Personnel or his/her designee. The panel will receive and review intervention referrals. If agreement is not reached, the decision will be made by the superintendent. Referrals may come from four five (5) sources:

- The Human Resources Division, as a result of a hearing at that level or beyond
- A supervisor, as a result of a hearing.
- The assessment process. For Matrix persons referred via the assessment process, there must be performance goals and objectives attached to their evaluation.
- A Peer Report requested as a result of numerous community, staff, or union complaints.
- A Matrix person may request voluntary intervention.

The Intervention Review Panel may accept or reject a referral for participation in the Intervention Program.

Once it has been determined to place the matrix person in the Intervention Program, the matrix person shall not reject participation. Participation in the Intervention Program carries with it no automatic assurance that the problems identified in the intervention referral will be corrected to everyone's satisfaction. Participation in intervention review is not to be considered as a disciplinary measure. Such participation shall not be a prerequisite to discipline or contract termination pursuant to 3319.16 or other applicable law.

B. Intervention Assignment

If an intervention referral is accepted, the Intervention Review Panel shall agree upon one (1) peer from a like position as the referred

staff member to work with the intervenee as the intervener in an effort to bring the job performance of the intervenee to an acceptable level in the areas identified in the referral. Intervention periods of less than one (1) year (12 months) may be prescribed. The intervener with the agreement of the Review Panel may terminate the intervention at any time. An intervener will be paid for the entire year irrespective of when the intervention is terminated. The Intervention Program does not preclude disciplinary action during the intervention period for conduct which constitutes proper cause for termination.

C. Assessment and Recommendations

At the end of the initial intervention period, the intervener will present his/her assessment to the Intervention Review Panel. The assessment will include the intervenee's current level of performance in those areas addressed by the intervention referral. A meeting of the Intervention Review Panel and the intervener will be held to discuss the assessment.

The due dates as noted in Section 5 of this document must adhere to by both intervener and the Intervention Review Panel.

D. School Intervention Team

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

7. LEADERSHIP INCENTIVE PROGRAM

A. Purpose

The purpose of the Leadership Incentive Program is to provide incentives to make the most challenging positions in Toledo Public Schools attractive enough to fill.

B. Incentives (at the superintendent's discretion)

1. Up to twelve thousand dollars (\$12,000) annually in additional compensation.
2. A guaranteed three (3) year contract.

3. Exemption from bumping while in the assignment pursuant to the Leadership Incentive Program.

C. Commitment

Once the person accepts the assignment from the Superintendent, he/she must remain in that assignment for the duration of the contract.

D. Discussion with TAAP

The superintendent will discuss a Leadership Incentive Program assignment with the TAAP president prior to making an assignment.

APPENDIX A

TOLEDO PUBLIC SCHOOLS LEADERSHIP ASSESSMENT

Employment Status:

Name _____ MATRIX CLASSIFICATION _____

Job Title _____ NON-PROVISIONAL _____

Primary Work Site _____ PROVISIONAL _____

CONTRACT EXPIRATION _____

First Assessment Conference: *(To be held by April 1)*

_____ Date _____ Length of Time Initials: _____ / _____
 Evaluator Evaluee

Frequency/Length of Observation: (e.g. daily) _____

Second Assessment Conference: *(To be held by January 7)*

_____ Date _____ Length of Time Initials: _____ / _____
 Evaluator Evaluee

Frequency/Length of Observation: (e.g. daily) _____

Other Conferences or Observations (as necessary): _____

DIRECTIONS:

Procedures to be followed and the definition and interpretation of terms used in the assessment are found in the Toledo Public Schools Leadership Model. For each personal quality or skill category described, check the appropriate rating.

L. PERSONAL QUALITIES AND SKILLS

1. Accepts responsibility and follows through
2. Works well with others; is cooperative
3. Uses initiative; is a self-starter
4. Communicates orally and in writing at a professional level
5. Is punctual and regular in attendance
6. Adheres to established policies and procedures of the Toledo Public Schools
7. Completes work accurately and on time
8. Contributes time and effort to perform additional duties not specified in the job description

Exceptional*	Meets expectations of position**	Marginal*	Unsatisfactory*

*Rating requires comments by the evaluator. "Marginal" and "Unsatisfactory" also requires the evaluator to use the Goals and Objectives Form (see Appendix G).

**Comments for this category are optional

EVALUATOR COMMENT SECTION

1. Personal Qualities and Skills

	Evaluator's Initials	Evaluatee's Initials
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

II. JOB DUTIES AND RESPONSIBILITIES
(To be filled in prior to assessment)

	Exceptional*	Meets expectations of position **	Marginal*	Unsatisfactory*
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

*Rating requires comments by the evaluator. "Marginal" and "Unsatisfactory" also requires the evaluator to use the Goals and Objectives Form (see Appendix G).

**Comments for this category are optional

EVALUATOR COMMENT SECTION

II. Job Duties and Responsibilities

	Evaluator's Initials	Evaluatee's Initials
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

II. SPECIAL ASSIGNMENTS OR
JOB-RELATED ACTIVITIES
NOT INCLUDED IN SECTION II

	Exceptional*	Meets expectations of position **	Marginal*	Unsatisfactory*
1.				
2.				
3.				
4.				
5.				

*Rating requires comments by the evaluator. "Marginal" and "Unsatisfactory" also requires the evaluator to use the Goals and Objectives Form (see Appendix G).

**Comments for this category are optional

EVALUATOR COMMENT SECTION

III. Special Assignments or Job-Related
Activities Not Included in Section II

	Evaluator's Initials	Evaluatee's Initials
1.		
2.		
3.		
4.		
5.		

IV. SUMMARY RATING

This rating provides a single aggregate assessment of all the individual ratings in Section I, II and III. The summary rating is not necessarily a numerical average. It is instead a general statement of the evaluatee's professional level of performance

Exceptional*	Meets expectations of position **	Marginal*	Unsatisfactory*

Optional Comments: _____

*Rating requires comments by the evaluator. "Marginal" and "Unsatisfactory" also requires the evaluator to use the Goals and Objectives Form (see Appendix G).

**Comments for this category are optional

V. RECOMMENDATIONS *(check one or more for the following.)*

- 1. Continuation in present position 1.
- 2. Encouraged to seek promotion 2.
- 3. Encouraged to request reassignment 3.
- 4. Continuation in the provisional program for a third year 4.
- 5. Referral to the Intervention Program 5.
 - 5-a. Retention in the Intervention Program 5-a.
 - 5-b. Removal from the Intervention Program 5-b.
- 6. Recommended for a program for further professional growth 6.
- 7. Non-renewal of matrix contract 7.
- 8. Immediate termination 8.
- 9. Length of contract: (Check one)
 - 1 year
 - 2 year
 - 3 year

VI. PERFORMANCE REVIEW ACKNOWLEDGEMENT

1. Evaluator _____ Date _____

2. Evaluatee** _____ Date _____

3. Comment Section for evaluatee:

4. Second Level Review:

Signature _____ Date _____

5. _____ Date _____
Provisional/Non-Provisional
Matrix Evaluation Review Board

** Signature does not imply agreement. A signature by the evaluatee means that the individual participated in the assessment process and has reviewed the documents

APPENDIX B
TOLEDO PUBLIC SCHOOLS
MATRIX EVALUATION SHORT FORM

(To be used only for Non-Provisional Employees in Non-Renewal Years)

Name _____ MATRIX CLASSIFICATION _____
 Job Title _____ CONTRACT EXPIRATION / /
 Primary Work Site _____

First Assessment Conference: *(To be held by April 1)*

_____ Date _____ Length of Time _____ Initials: _____ / _____
 Evaluator Evaluatee

Frequency/Length of Observation: (e.g. daily) _____

Second Assessment Conference: *(To be held by January 7)*

_____ Date _____ Length of Time _____ Initials: _____ / _____
 Evaluator Evaluatee

Frequency/Length of Observation: (e.g. daily) _____

Other Conferences or Observations (as necessary): _____

DIRECTIONS:

Procedures to be followed and the definition and interpretation of terms used in the assessment are found in the Toledo Public Schools Leadership Model. This form is to be used in years when the evaluatee is not scheduled for contract renewal and when performance meets the expectations of the position or is exceptional. If any areas are "marginal" or "unsatisfactory," the long form must be used.

- I. PERSONAL QUALITIES AND SKILLS
- II. JOB DUTIES AND RESPONSIBILITIES
- III. SPECIAL ASSIGNMENTS OR JOB-RELATED ACTIVITIES NOT INCLUDED IN SECTION II
- IV. SUMMARY RATING

Exceptional*	Meets expectations** or position**

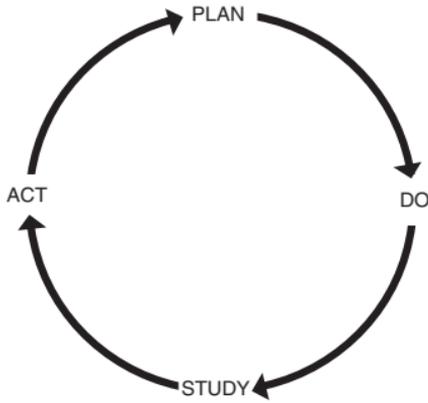
* Rating requires specific comments by the evaluator, "Marginal" and "Unsatisfactory" also require the evaluator to use the Goals and Objectives Form (see Appendix G).

** Comments for this category are optional. (Attach additional sheets as necessary.)

Performance Review Acknowledgement

- 1. Evaluator _____ Date _____
- 2. Evaluatee _____ Date _____
- 3. Second Level Review _____ Date _____
- 4. Provisional/Non-Provisional Matrix Evaluation Review Board
 _____ Date _____

APPENDIX D
THREE HUNDRED SIXTY DEGREE (360°)
LEADERSHIP ASSESSMENT PROFILE
SCHOOL ASSISTANCE CENTER

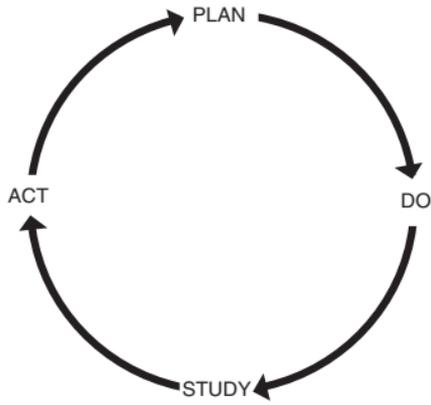


**Deming's Quality Circle
for
Continual Improvement**

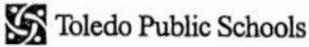


APPENDIX D1
THREE HUNDRED SIXTY DEGREE (360°)
LEADERSHIP ASSESSMENT PROFILE

PRINCIPAL



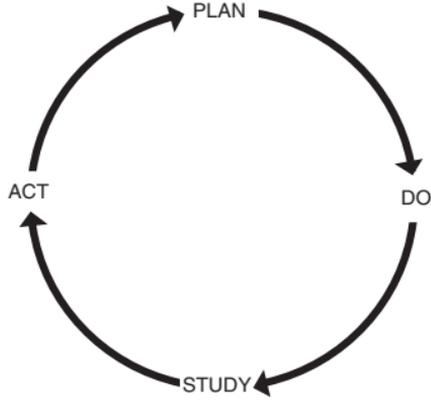
**Deming's Quality Circle
for
Continual Improvement**



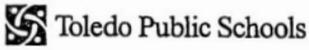
APPENDIX D2

THREE HUNDRED SIXTY DEGREE (360°) LEADERSHIP ASSESSMENT PROFILE

CURRICULUM SPECIALIST



Deming's Quality Circle for Continual Improvement



APPENDIX E REMINDERS

The following is a list of reminders regarding dates, deadlines, and general information to be utilized and followed when completing the Leadership Assessment (evaluation) form.

1. Any administrator who is in the Peer Mentor Program will be evaluated on the appropriate log form.
2. All principals, School Assistance Center (SAC) staff, directors and curriculum specialists who are in the renewal year of their contract and who are not in the Peer Mentor Program will be evaluated using a 360° evaluation. If these administrators are in a non-renewal year of their contract, they will be evaluated using a short form.
3. Except for administrators in the Peer Mentor Program, all administrators who are in the first year of a two, three or four-year contract, and where every area is "Meets expectations" or Exceptional", will be evaluated using a SHORT FORM.
4. At the mid-year meeting, or earlier if necessary, any matrix employee who is having problems (possibly marginal or unsatisfactory) must have goals and objectives established and documented on the Goals and Objectives Form. If this is not done, a "marginal" or "unsatisfactory" rating cannot be given. This document (Goals and Objectives Form) must be attached to the evaluation if "marginal" or "unsatisfactory" ratings are indicated. If goals and objectives are established, please contact Human Resources for a long form, as any rating below "Meets expectations" cannot be put on short form.
5. The first assessment conference is to be held by April 1 date, two (2) assessment conferences must be held. The 1st conference must be held within one (1) month of the appointment.
6. If an administrator is assigned to you after April 1 date, two (2) assessment conference must be held. The 1st conference must be held within one (1) month of the appointment.
7. All rating, other than "Meets Expectations" require written comments by the evaluator. These comments must support the rating, giving examples of reasons for the rating. The Summary Rating is included and must have explicit and descriptive supporting statements for all ratings, other than "Meets Expectations."
8. The evaluator and the evaluatee must initial all comments. This also includes any comments on the Short Form Leadership Assessment.
9. Absenteeism must be addressed through the matrix discipline procedure (buff sheet), Article XIII of the TAAP Agreement. A meeting must be held. If a buff sheet is not used and a meeting is not held then absenteeism should not be indicated, and "marginal" or "unsatisfactory" cannot be marked on the evaluation.
10. Extra duties should be under Special Assignment, not added to the job duties.
11. Frequency/Length of Observation needs to be identified.
12. If an administrator under your supervision is promoted, transfers, retires, etc., the evaluation form must be returned to Human Resources.
13. If a matrix person other than Assistant Principal, or Dean of Students is in the Peer Mentor program, the immediate supervisor will not complete a Leadership Assessment form until he/she has been notified that the person has been released from the mentoring program.

Some Important dates to remember:

PROVISIONAL EMPLOYEES AND PERSONS
IN INTERVENTION

January 8 Assessment forms are to be forwarded to Human Resources Office, Room 105.

NON-PROVISIONAL EMPLOYEES

January 8 Assessment forms are to be forwarded to the immediate supervisor for second level review

January 15 Second level supervisors will forward assessment forms to the Provisional/Non-Provisional Matrix Review Board (Human Resources Office).

Additional information can be found in the Leadership Model, under "Leadership Assessment". If there are any questions regarding the procedures or directions dealing with the use of the Leadership Model please contact the Human Resources Office at 729-8234

APPENDIX F
THE LEADERSHIP ASSESSMENT CYCLE
FEBRUARY

By February 14, the appropriate Leadership Assessment Instruments are distributed to the evaluators.

By February 20, appropriate required Leadership Assessment Training is conducted.

MARCH

By April 1, the first (1st) assessment conference will be held.

MAY

JUNE

JULY

AUGUST

SEPTEMBER

OCTOBER

NOVEMBER

DECEMBER

JANUARY

Annual Leadership Assessment Instruments are completed and submitted for review by January 8

APPENDIX F

Goals and Objectives
for areas marked Marginal or Unsatisfactory
(must be attached to evaluation)

AREA: Personal Qualities and Skills _____
Job Duties and Responsibilities _____
Special Assignments or Job-Related Activities _____

Specific concerns or weaknesses identified by evaluator,

Specific plan of action and specific timeline,
mutually developed to correct deficiency

List of specific assistance to be provided by evaluator.

Evaluator's signature Evaluator's signature

Date of meeting: _____

cc: Evaluator's immediate supervisor TAAP president

**Toledo Association of
Administrative Personnel**

Leadership Model



Toledo Public Schools

**Toledo Association of
Administrative Personnel**

Leadership Model



Toledo Public Schools