

This current contract is a direct result of the professionalism and dedication that TFT has demonstrated over the past several years. TFT has taken those attributes and strengthened our role as instructional leaders in our profession. Not only have we increased our voices, TFT has entered a new era of collaboration and ability to recruit and retain a diverse workforce.

Toledo Public Schools paraprofessionals are a vital part of the educational experience for all of our students. Paraprofessionals continuously enrich the learning experiences for students and provide support toward educational goals. The Paraprofessional Collective Bargaining Agreement has been negotiated and developed to provide a support structure that will allow you to effectively and efficiently perform your assignment. The Toledo Federation of Teachers will continue to advance initiatives and supports to recognize and enhance the “professional” aspect of being a Toledo Public Schools “*paraprofessional*”.

A handwritten signature in black ink, appearing to read "Kevin Dalton". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Kevin Dalton
President
Toledo Federation of Teachers

Dear Colleagues:

The vision of Toledo Public Schools vision is to become an “A” Rated school district whose graduates are college and career ready. Through a strong commitment to our students and their academic success, our vision is becoming a reality.

It is an exciting time to be part of TPS. We have made progress on several key fronts including the implementation of the district’s multi-year strategic plan, expanded Career Technology offerings, the introduction of new academic programs and the expansion of our partnerships and community outreach efforts in effective new ways.

The ratification of this new three-year contract is something to celebrate. In the fall of 2016, the administration and leaders from the Toledo Federation of Teachers adopted an interest-based bargaining approach to this round of contract negotiations. The process required a commitment from both sides to identify common issues and to work collaboratively to reach a mutual agreement. In the end, their efforts were successful. To demonstrate our commitment to collaborative work, both sides have agreed to the establishment of a Labor Management Committee which will review and examine a number of academic and classroom-based matters. This contract should also be looked upon as another tool that allows Toledo Public Schools to retain and recruit the best possible teachers in our area.

While we have made progress, we need to continue building upon the positive momentum we are seeing across the district to overcome our challenges. I look forward to writing the next chapter of the district’s history and reinforcing the positive impact of public education on our students and a community as a whole. Thank you all for being TPS Proud!

Sincerely,

A handwritten signature in black ink that reads "Dr. Romules Durant". The signature is written in a cursive style with a large, stylized "D" at the beginning.

Dr. Romules Durant
CEO/Superintendent

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1. UNION RECOGNITION

- A.** The Toledo Board of Education (hereinafter the Board or Employer) of the School District of the City of Toledo, Ohio, County of Lucas, hereby recognizes the Toledo Federation of Teachers (hereinafter the Federation or Union) as the exclusive bargaining agent in all matters of wages, fringe benefits, and all other conditions of employment for all employees in the following classifications: Special Education Paras, Special Education Paras for Vision & Hearing Impaired, Classroom Paras, Distance Learning Paras, Reading Paras, Math Para, Vision/Hearing Screeners, Parent Partners, ESL Tutors, School Community Partners, Sign Language Interpreter Paras, Health Services Paras, Pre-School Paras, Building Paras and Alternative Paras. This includes employees working in private or parochial schools and funded by the Board.
- B.** In the event there is a position title change of any job class in bargaining unit said position shall remain part of the bargaining unit.
- C.** In the event a new job class is created it is agreed between the parties that discussions shall take place to determine whether or not the job class shall be included in the bargaining unit. If an agreement cannot be reached between the parties as to whether a job class is to be included in the bargaining unit, the dispute will be submitted directly to arbitration upon the request of either party.
- D.** The Board agrees not to adopt any other policies that would in any way negate or change the policies set forth herein. Past policies, or practices, not amended or altered remain in effect. The Board's POLICIES, LAWS AND BY-LAWS will be revised to conform with these negotiations.
- E.** A specific provision of these policies may be temporarily suspended or altered only upon written consent of both parties.
- F.** Nothing contained in this agreement shall be construed to deny any bargaining unit member or the Board the right to resort to legal proceedings, provided existing appeal provisions of this agreement have been exhausted.

2. MANAGEMENT RIGHTS AND RESPONSIBILITIES

- A.** Nothing in this contract shall be construed as delegating to others the powers and responsibilities vested exclusively in the Employer by the citizenry of the school district and by State Laws to manage and direct the work forces including the right to hire, discipline for cause, the right to plan, direct and control the employer's operations, relieve employees from duty because of lack of funds, or for other legitimate reasons. This contract shall be construed as requiring the Employer to follow the procedure and policies prescribed herein, in the

exercise of the authority conferred upon them in compliance with the laws of the State of Ohio.

- B. The Board shall keep the Federation informed of any new programs, experiments, research projects or changes in programs which directly and significantly affect persons covered by this Agreement.
- C. The Board shall recognize employees with twenty-five (25) and thirty (30) years of service and all retiring employees at its annual recognition reception.

3. UNION RIGHTS

- A. Copies of any or all information, statistics and records deemed to be relevant to negotiations, or reasonable necessary for the proper enforcement of the terms of these policies, shall be made available by the Board to the Federation upon its request.
- B. No person or persons represented by the Union shall bargain individually or collectively with the Board concerning any terms or provisions of this Agreement except through authorized representatives of the Federation.
- C. The Federation shall have the right to participate in para orientation meetings, including the parent partner and reading para meetings, to present information about the Union.
- D. The Federation President, or designees, shall have the right to speak for members of this bargaining unit at all regular and special meetings of the Board.
- E. The Board shall permit the Federation President or designee to visit the schools to investigate working conditions, employee complaints or problems, or for any other purpose relating to the terms and conditions of these policies. Upon arrival at the school, the Federation representative shall announce his/her presence to the school principal or designee. If conferences with employees are necessary, they shall be scheduled so as not to interfere with the instructional programs of the school.
- F. Federation Para Representatives, upon request, shall have advance access to such information as may be necessary to the performance of their duties, including work schedules, room assignments, and allocation of non-duty time.
- G. The principal of a school shall schedule a meeting with the Federation Para Representative at the request of either party to discuss school operations and questions relating to the implementation of those policies.
- H. The Federation shall have the right to the use of available school facilities for the purpose of meetings if prior arrangement have been made.
- I. Whenever members of the bargaining unit are mutually scheduled by the Federation and the employer to participate

during working hours in conferences, meetings, or in negotiations respecting new policies, they shall suffer no loss in pay.

- J. The Federation Para Grievance Representative, appointed by the Federation President, shall be released the last hour each school day in order to perform the duties of this position.

4. PAYROLL DEDUCTION

- A. Payroll deduction of Union dues shall be in twenty (20) equal amounts beginning with the first pay period in September. Enrollment shall be on a monthly basis. Payroll deduction of Union dues shall be renewed automatically unless otherwise authorized by the Union with a list of deductions each month.
- B. Effective September 1, 1985, all employees in the bargaining unit who ninety (90) days from date of hire, are not members in good standing of the Union, shall pay a fair share fee to the Union as a condition of employment. The fair share amount shall be certified to the Employer by the Treasurer of the local Union. The deduction of the fair share fee by the Employer from the payroll check of the employee shall be automatic and does not require the written authorization of the employee.
- C. This fair share fee agreement between the Employer and the Union does not require any employee to become a member of the Union, nor shall the fair share fee exceed dues paid by members of the Union who are in the same bargaining unit. Administration of the fair share fee shall be subject to ORC 4117.09.
- D. Payment to the Union of the fair share fee shall be made in accordance with the regular dues deduction provided herein. In the event that the Board is held to be responsible for the repayment of monies paid to the Union pursuant to the fair share agreement, the Union, to the extent of those funds actually received, shall reimburse same to the Board and / or the designated bargaining unit employees involved.
- E. Payroll deductions of Union dues will be made providing sufficient money is due the employee at the time of deduction, or if not, a make-up deduction will be made the next time deductions are scheduled.
- F. The Board shall provide the Federation a list of new employees, employees returning from leave, employees granted a leave of absence and terminations on a timely basis.
- G. If any provision of this section is invalid under federal or state law, said provision shall be modified to comply with the requirements of said federal or state law.

5. FAIR PRACTICE

- A. The employer and Union agree that there shall be no discrimination against any person because of age, sex, race, creed, national origin, handicap, political affiliation, union

affiliation, marital status or for any reason in violation of the law.

The parties agree to cooperate in complying with the requirements of any applicable federal, state or local handicap or disability laws.

- B. The Union agrees to represent all eligible employees equally.

6. PROBATION

- A. The probationary period for all original appointments for all employees shall be for a period of sixty (60) work days. Satisfactory evaluations, as determined by the Human Resources Office, during the probationary period shall be required for continued employment. The Human Resources Office Shall consider the input of both the employee's immediate supervisor and the teacher to whom the para is assigned, if any, in determining whether evaluations are satisfactory.
- B. The Union agrees not to represent employees during this probationary period except in cases involving contractual rights which the Union and Employer have agreed to extend to probationary employees.
- C. A probationary employee will be given the option based upon his or her date of placement, after all required bidding has taken place, of accepting an open position with more hours than his or her current position, before such position is offered to new hires.
- D. All employees shall have a high school graduation certificate or its equivalent, and must be a Highly Qualified Paraprofessional. A highly qualified paraprofessional shall be defined as an individual who has: 1. Completed at least 2 years of study at an institute of high education; 2. Obtained an associate's (or higher) degree; or 3. Met a rigorous standard of equality and can demonstrate by passing the ParaPro Assessment test.
- E. The employer agrees to review the tests selected with the Federation and to consider the Federation's recommendations prior to adopting these tests. Any changes in the test used will be subject to the same process.
Only the Human Resources Office will administer these tests.
- F. The Union shall be provided with a list of newly hired employees, current addresses, position reclassifications, transferred employees, resignations and retirements. These lists shall be made available on a monthly basis, to the extent applicable.
- G. **Substitutes**
 - 1. A substitute shall not have the right to bid.
 - 2. All substitute paraprofessionals shall receive in-service for Special Education training, in the areas of Multi-

handicapped Classes, Orthopedically Handicapped Classes and Emotional Disturbance Classes, training for CPI and / or COPE and in operating copy machines, thermofax machines and the operation of A/V equipment unless such equipment is not reasonably available.

3. A third day of in-service shall be provided to all newly hired paras for CPI training. This day may be held on a Saturday.
- H. Upon completion of probation, an employee's seniority date shall be determined in accordance with Article 12 of this agreement.

7. EVALUATION

- A. Standards and criteria for evaluation of performance shall be established in cooperation with the Union and shall conform with the terms of this Agreement.
- B. Each employee shall be evaluated at least once each year prior to April 1.
- C. Dismissals resulting from this article shall be subject to immediate appeal by the Union to arbitration.

8. PERSONNEL FILES

- A. Upon request by an employee, the Human Resources Office shall schedule a conference whereby an examination of his or her personnel file in the presence of a member of the personnel staff shall be conducted. Confidential employment references and other material privileged by statute shall be excluded from review. An authorized representative of the Union may inspect the file upon written consent of the employee. The material inspected may be copied by the employee.

The costs of reproducing the material will be paid by the employee. If the Federation is asked to file a grievance in behalf of the paraprofessional, the Federation shall also be entitled to a copy of any material in his / her file upon written request from the paraprofessional involved to the Human Resources Office.

- B. Derogatory materials from the parents or others outside the educational field shall not be placed in school or Human Resources Office files under any circumstances until the employee had had an opportunity to review and reply in writing. Such reply shall be attached to the file copy. Under no circumstances shall unsigned material of this nature be put in the file.
- C. Material will be removed from the file when an employee's claim that it is inaccurate or unfair is sustained. A committee composed of the president of the Federation, the grievance chairman of the Federation and two representatives of the

Human Resources Office shall inspect materials and hear complaints from employees under this section.

9. JOB DESCRIPTIONS AND WORK YEAR

A. General

1. The Human Resource Office shall maintain up-to-date job descriptions for each job classification. The Human Resources Office will provide each new employee with a copy of the job description for his/her position and other employees with job descriptions upon request. Copies of all job descriptions will be provided to the Union. All paraprofessional job descriptions will be available to employees upon request.
2. The employer agrees to consult the Union before any new or changed job descriptions are completed and published.
3. The Union shall have the right to grieve substantive changes in job descriptions
4. Except as required for emergency situations the work performed by employees shall at all times be under the direction of the teacher or staff member to whom assigned. An employee shall not be left in charge of a class on a long term basis.
5. The employer agrees not to use volunteers to displace any position in any job class covered by the terms of this Agreement.
6. All employees shall work the same day as teachers. All employees shall work parent / teacher conference days and teacher work days. It is understood the oversized classroom paras' regular work year may not commence at the beginning of the school year. See TFT Regular Teachers Contract Article XI. One of the days when students are not in attendance may be used for the paraprofessionals' Union conference day (see Section A-9 of this article).

All employees shall work three (3) hours on the last day of school.

Any employee whose hours are increased, decreased, or changed in any way will be notified in writing by the Human Resources Office before the change is made. The Union and the Human Resources Office will discuss such proposed changes before implementation. When scheduling is completed, a list of such changes will be made available to the Union.

Changes in an employee's reporting time and quitting time must be authorized by the Director of Non-Teaching and Paraprofessionals, proposed changes will be discussed with the Union prior to implementation.

In the event that the school day increases due to negotiations, those paraprofessionals in positions that require, due to the longer school day, additional time with students will have a longer duty day. In these cases, the expansion of the duty day will equal the number of minutes the paraprofessional's home school increases. Management and the TFT will jointly review and agree on those paraprofessional positions where additional time with students is not required due to the longer school day and, therefore, a lengthened duty day is not required.

7. Employees who must transfer into a new job classification shall have available to them, upon request, job descriptions of all positions available.
 8. Opportunities for summer school employment shall be published in the School Line. Members of the bargaining unit will be given priority in placement over other employees providing they have proper qualifications. Opportunities for additional evening hours shall be posted according to the posting and transfer procedures in Article 13. These additional evening hours shall not be used towards eligibility for fringe benefits. Only with the mutual agreement between the Union and the employer shall an employee hold more than one position.
 9. A mandated full day Professional Development day for all members of this bargaining unit shall be provided each calendar year on teacher workday at the end of the first semester. The Friday before President's Day will be utilized as a professional development day for the Paraprofessionals and on that day Paraprofessionals shall report to work as a regular duty day.

The Director of Non-Teaching Personnel will meet with a committee comprised of the TFT Paraprofessional Representative and one (1) paraprofessional selected by the Federation who will jointly establish the agenda for this day. For any paras not scheduled to work on PD days, attendance may be voluntary.
 10. When in-service days are scheduled on parent-teacher conference days or on teacher work days, the Union will be notified fifteen (15) days in advance.
 11. For current paraprofessionals who have not received CPI and / or COPE training the Board will provide such training and will schedule such training for a teacher work day to avoid the extra expense of paying for substitutes during training.
- B.** A member of the bargaining unit will not be required to work in a student's home if the member's health or safety is threatened. The member shall submit a written report of such circumstance to the immediate supervisor within two days of

the occurrence. A reasonable effort shall be made to assign a replacement student to **such a member**.

C. Special Education

1. Paraprofessionals placed in a para position in a special education classroom through procedures agreed to with the teacher bargaining unit shall continue in the same positions from year to year if the para position is continued. If the employee placed in a classroom is a second or third paraprofessional in that classroom, the other paraprofessional(s) shall not be displaced, regardless of seniority, if the second or third position is not continued from year to year.
2. Paraprofessionals whose job description requires lifting students shall receive appropriate training in techniques for lifting and assisting students in moving. Paraprofessionals shall receive help in lifting and assisting students when needed, upon request.
3. A paraprofessional whose job description requires toileting students and other personal hygiene shall be provided with assistance when needed. Disposable gloves and disinfectant soap shall be supplied in all facilities in which paraprofessional toilet students.
4. Some paraprofessionals' positions require assisting students to and from the school bus. If a paraprofessional's work day is extended to fulfill that responsibility, the hourly rate will be paid.
5. Paraprofessionals shall be given full administrative support, including action under the student disciplinary code, if appropriate, when supervising students either in the classroom or in assisting students to and from the school bus.
6. Work schedules of Options IV paras will be posted no later than the end of the workday for the following week.
7. When a paraprofessional reports the suspected abuse or neglect to Children Services Board (CSB) as dictated in ORC 2151.421, the para will not be reprimanded.

10. DISCIPLINARY PROCEDURE

A. Informal Process

When a paraprofessional is experiencing difficulty in an assignment, the teacher shall complete and submit to the TFT Paraprofessional Representative the Paraprofessional Conflict Resolution Form.

Upon receiving this form the TFT Paraprofessional Representative and the Director of Paraprofessionals shall schedule a meeting that includes the paraprofessional in difficulty, the classroom teacher, and the principal. Through informal discussions, the individuals shall attempt to solve the

problem. If resolution cannot be achieved through discussion, mutually agreed upon goals and objectives shall be developed for the paraprofessional. Should the paraprofessional choose to bid out of the position prior to the Conflict Resolution meeting being held, the meeting will still be conducted and all parties will be required to participate.

The Director of Paraprofessionals shall monitor the paraprofessional's progress in reaching the established goals. If after a maximum of twenty (20) working days, the established goals are not achieved, a formal disciplinary hearing (see Article 10) shall be scheduled.

B. General

In the event that the employer seeks to take the disciplinary action against an employee, which may result in a demotion, suspension or dismissal, the following procedure shall be followed. The employee shall be entitled to a hearing prior to the imposition of demotion, suspension, or dismissal unless:

1. The employee specifically waives such a hearing in writing with copies to all parties, or
2. The employee may be relieved from duty prior to a hearing if charged with dishonesty, being under the influence of alcoholic beverages, illegal drugs or narcotics; the selling or offering for sale of illegal drugs or narcotics, physical violence; immoral conduct or gross insubordination on the job; for behavior which presents an immediate danger to the safety of students or other employees; or for other just and reasonable cause.

C. Procedure

1. An attempt shall be made to resolve any infraction of rules and regulations in an informal way through the Conflict Resolution Process outlined previously in this article between the employee and the employee's immediate supervisor.
2. If an impasse is reached under Section B-1, the employee's supervisor (or the individual preferring charges) shall reduce those charges to writing and shall serve copies on the employee, the Union and the Human Resources Office. Those charges shall be brought within ten (10) working days of the occurrence, or ten (10) workdays of the date, in the exercise of reasonable diligence, of the employer's knowledge of the occurrence, of the alleged offense and shall be concise and specific. The supervisor shall review the charges and any defense the employee and / or the Union wish to offer and shall endeavor to ascertain the facts. The supervisor shall make a recommendation to the Superintendent or designee within ten (10) working days after the charges are served on the employee.

3. The Superintendent or designee shall schedule a hearing not more than five (5) working days, after receipt of the supervisor's recommendation. If the employee is suspended under Section B-2 above, however, such a hearing shall be scheduled within two (2) working days after such suspension. Upon written application of the employee to the employer, one extension of time shall be granted not to exceed ten (10) days. Every effort will be made to schedule the hearing at a mutually agreed time.
4. The employee shall have the right to be represented by the Union unless such representation is specifically waived in writing.
In any event the Union shall have the right to have a representative attend any disciplinary actions conducted hereunder.
5. The Superintendent or designee shall serve as the hearing officer, and shall render a decision within ten (10) working days of the conclusion of the hearing. The employee shall be presumed to be innocent and the burden shall be upon the Employer to show fault by the evidence presented at the hearing. The employee shall further have the right to confront and question the accuser, the right to examine all witnesses and evidence, the right to present evidence and witnesses in the employee's own behalf; the right to refuse to testify against himself or herself; the right to have all pertinent records of the employee made available and right to file a written answer to the charges.
6. Should the charges be sustained the judgment of suspension, reduction in rank or discharge shall be as of the date the employee was relieved from duty. Should the charges not be sustained, the employee shall be restored to the payroll as of the date she or he was relieved from duty. Should the charges be sustained but, in the opinion of the Superintendent or designee, only a suspension is warranted, an order of suspension dating from the date of the employee was relieved from duty may be made.
7. Any employee demoted, suspended, or discharged may appeal in writing within ten (10) working days for the date of such action to Arbitration as provided in Article 11, Section E of the grievance procedure.
8. Discipline of a lesser nature than demotion, suspension or discharge may be the subject of a grievance under Article 11.
9. When a paraprofessional is experiencing difficulty with the teacher to which he/she is assigned and attempts to resolve the problem within the school have failed, the

paraprofessional shall complete and submit to the TFT Paraprofessional Representative the Paraprofessional Meeting Request Form. Upon receiving this form the TFT Paraprofessional Representative and the Director of Paraprofessionals shall schedule a meeting. This meeting will include the paraprofessional who submitted the request, his/her assigned teacher, the Director of Paraprofessionals, and the TFT Paraprofessional Representative. The teacher may request his/her TFT Building Representative to attend this meeting if he/she chooses. Through discussion, attempts will be made to enhance the working relationship between the paraprofessional and the teacher. No disciplinary action towards the paraprofessional or the teacher shall be taken as a result of this meeting.

11. GRIEVANCE AND ARBITRATION PROCEDURE

A. Any grievance or dispute (other than disciplinary matters covered in Article 10) which may arise between the parties concerning the application, meaning or interpretation of the Agreement, or of written Board policy, or an employee's' health or safety being jeopardized by conditions which can reasonably be corrected by the Employer, shall be settled in the following manner and within the stated time limits:

STEP 1 – The aggrieved employee who may be represented by the Union, or an authorized Union representative, shall present the grievance informally (oral or written) to his or her immediate supervisor within ten (10) working days of the date of the occurrence of the grievance or ten (10) workdays of the date in the exercise of reasonable diligence, of the employee's knowledge of the occurrence of the grievance. The supervisor shall render this decision orally to the employee and the Union representative within ten (10) working days from the day the grievance was presented.

STEP 2 – If the grievance is not resolved in Step 1, the employee or the Union shall reduce the grievance to writing on a standardized form within ten (10) working days of the Step 1 denial and present it to his or her supervisor. At this step, the grievance must be signed by the aggrieved employee or by the Union. The grievance statement shall include, but shall not be limited to, a statement of the grievance, specific sections of this Agreement allegedly violated, and the remedy sought. The supervisor shall notify the employee and the Union of his or her decision in writing with supporting reasons within ten (10) working days from the day the grievance was submitted in writing.

STEP 3 – Within seven (7) working days after receiving the written decision at Step 2, the aggrieved paraprofessional

through the Federation Representative for the Federation in its own name, may appeal the decision at Step 2 to the Superintendent or his designee. The appeal shall be in writing and shall be accompanied by a copy of the decision. The Superintendent or his designee shall investigate the grievance, including giving all persons who participated in Step 2, and representatives from the Federation office reasonable opportunity to be heard. Upon request of the superintendent or his designee or the Federation all parties will meet at the same time.

Within seven (7) working days after the hearing, the Superintendent or his designee shall communicate his decision in writing together with the supporting reasons, to the aggrieved paraprofessional, to the Federation Paraprofessional Representative and to the Federation, principal or administrator involved.

- B. Working days as used in Article 10 and 11 of this Agreement do not include Saturdays, Sundays or holidays regardless of whether work is scheduled on such days.
- C. If at any step of the grievance procedure an answer is not given to the grievant and the Union within the time specified, the Union shall have the right to process the grievance to the next step.
- D. Failure by the grievant or the Union to process a grievance within the time limits specified shall be considered a withdrawal of the grievance. Any time limit or step of the grievance procedure may be waived only by mutual agreement in writing.
- E. **Arbitration** – If within fifteen (15) working days the Union has not accepted the answer in Step 3, the Union may request the matter be submitted to arbitration in the following manner. Within this fifteen (15) day period, the parties will request the Federal Mediation and Conciliation Service to provide nine (9) names of arbitrators to both the employer and the Union will have the right to eliminate names until the name of one arbitrator remains. The Union shall strike the first name.
- F. The hearing by the arbitrator shall be scheduled within sixty (60) calendar days, if possible, unless an extension of time is agreed to by the parties. Only one (1) grievance will be submitted to the same arbitration hearing unless mutually agreed otherwise by the parties.
- G. The arbitrator is mandated to rule on the basis of the evidence presented and the terms of this Agreement and he or she may not add to, or subtract from, or modify the Agreement. The arbitrator's decision shall be binding insofar as consistent with the statutes and other legal guidelines laid down by the governing bodies.

- H. The cost and all expenses of the arbitrator shall be shared equally. All other costs shall be borne by the party incurring the costs.
- I. No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.
- J. No grievant at any stage of the grievance procedure will be required to meet with any administrator without authorized Union representation concerning the grievance.
- K. The time limits specified in this procedure may be altered, in any specific instance, by mutual agreement in writing.

12. SENIORITY

A. Definition

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

B. Termination of Seniority

Seniority shall terminate upon:

1. Retirement
2. Discharge
3. Failure to report after termination of a leave of absence upon notice.
4. Failure to report for work within seven (7) working days after notification of recall or failure to report his her intent to return to work within forty-eight (48) hours after notification of recall.
5. Voluntary severance, except as otherwise provided.
6. Layoff in excess of thirty-six (36) months.

C. Layoff – Recall

1. It is agreed that when there is a lack of work or funds which require reduction in workforce, the employer may lay off employees as herein provided.

In case of layoff, seasonal temporary, and original probationary period employees shall be laid off in that order before any regular employees. Regular employees shall be laid off according to seniority. No bumping shall be permitted except to lay off the least senior employee(s) in the bargaining unit.

All paraprofessionals laid off shall receive written notification postmarked by August 1st. A list of all laid off paraprofessionals will be provided to the Federation in seniority order. The list will include the name, position, location, lay off date and home mailing address of the laid off paraprofessionals.

- a. Employees who are displaced and have the right to bid shall choose vacated assignments in seniority order beginning with the most senior employee.
 - b. A district-wide seniority list shall be maintained by the Human Resources Office. A copy of the list shall be provided to the Union. A copy of the list will be maintained in each work location. Employees shall have access to the seniority list at each work location and at the Human Resources Office.
 - c. Employees transferring into any new job classifications must pass the qualifying test for the assignment if the test is required for the original appointment. If the employee is unable to pass the qualifying test, the employee shall select another assignment. If no other assignments are available, the employee shall receive a lay-off notice.
 - d. Employees laid off shall be recalled in accordance with Article 12, Sections C-2, 3, 4 and 5 of this Agreement.
 - e. Health benefits for employees laid off are agreed in Article 24, Section 2-e.
2. Paraprofessionals laid off under the terms of this Agreement will be offered, at the time of layoff, the option to elect to be called for substitute paraprofessional assignments. If the employee does not elect to be called, he or she will be considered to have waived any claim to be called for such substitute assignments. The employer shall offer substitute paraprofessional assignments to laid off paraprofessionals before offering substitute paraprofessional assignments to individuals who have not completed their paraprofessional probation or who have worked only as a substitute paraprofessional.

A laid off paraprofessional who elects to be called for such substitute assignments will be given the first opportunity and will be paid at the applicable rate for substitute paraprofessionals without benefits. Calls for assignments will be made in accordance with Board practice for substitute paraprofessionals. Any dispute regarding this provisions of the collective bargaining agreement.

3. Employees laid off shall be place on a recall list, with a copy provided to the Federation, for a period of thirty-six (36) months. After posting in accordance with Article 13 of this Agreement, vacancies shall be filled from this list in order of seniority subject to the qualifications of the employees. If no employee on the recall list bids on and accepts a posed assignment, the least senior employee on the list will be notified that he or she is recalled. If that employee declines to return to the position, he or she will be removed from the recall list.
4. Notification by the Board to an employee on the recall list offering reemployment shall be made by personal phone call. If unable to contact by telephone, a certified letter shall be sent to the most recent address on file. If no response is received by the Board within five (5) calendar days from the date of mailing, or if the certified letter is returned to the Board because the addressee cannot be located, then the employee's' name shall be removed from the recall list and employment terminated.
5. Seniority shall continue to accumulate for thirty-six (36) months during layoff as though the involved employee is in regular service.

D. Displacement

1. When it is necessary to reduce the number of employees in a building, employees within each classification as described in Article 1, shall be reduced in reverse order of seniority (the least senior first).
2. An employee whose hours would be reduced may choose to go on the displacement list.
3. A displaced employee shall, in seniority order, have the right to transfer to any vacant paraprofessional position for which she/he is qualified at the summer bidding session. (See Article 13-B) Displaced employees have the **right to bid on posted positions.**
4. Every effort will be made to place an employee from the displacement list in an assignment with hours of work equal to the employee's previous assignment.
5. A paraprofessional who is displaced because his or her position is eliminated shall have the right to return to the

position if it is reinstated anytime during the following two school years.

F. General

1. An employee who transfers to another Toledo Public Schools bargaining unit may return to the Para's bargaining unit, if a vacancy exists, within forty-five (45) working days without loss of seniority. If an employee returns after forty-five (45) working days seniority will be forfeited except as provided in Section F-2 below.
2. An employee's years of service for wages, vacations, longevity and any other form of compensation which varies with years of service, shall be the total continuous years of service with the Toledo Public Schools.
3. Unless notified otherwise, employees will return to their same assignment the next school year. Employees who cease work at the end of the school year and are notified that they can expect to resume work within two weeks of the beginning of the next school year, or in the case of over-size class paras by no later than October 20th, are not considered laid off and not governed by the layoff and recall provisions of this section. If not returned to work by the appropriate deadline employees will receive layoff notices.
4. Up to three (3) elected officers of the Union shall have the greatest seniority, for the purposes of layoff and recall only, during their term of office, providing they possess the minimum qualifications to perform the jobs available.
5. If there is a tie in seniority, the tie shall be broken by using the last four digits of the employee's social security number. The most senior being "9999" and the least senior being "0000".
For employees who complete probation on or after February 1, 1988, the order of preference on the seniority list shall be determined for all purposes by this tie breaker. For all other employees, ties will be broken on an event-by-event basis.
6. However, for purposes of placement on the compensation schedule steps under Article 22-A and 22-K Longevity only, a former paraprofessional who is re-employed by the Board may receive up to five (5) years credit on the wage scale steps.

13. Posting and Transfer

- A. All vacancies which the employer intends to fill and new positions shall be published in the School Line or by general distribution to all work locations. The School Line and / or vacancy notice shall be posted in all schools and in the Human Resources Office.

1. If the opening occurs after the close of school in June, the opening shall be filled at the summer bidding session.
 2. All paraprofessionals shall have the right to attend the summer bidding session.
 3. All the openings which occur during the summer shall be posted in a single posting no later than August 1. This vacancy notice shall be posted in the Human Resources Office with a copy forwarded to the Union and mailed to each paraprofessional. This notice shall include, with special emphasis the information that positions vacated by employees accepting a transfer at the summer session shall be filled at the summer bidding session.
 4. A notice announcing the date of the summer bidding session shall be published in the School Line or distributed to all work locations at least two weeks prior to the close of school in June. A copy will be forwarded to the Union.
 5. The summer bidding session shall be held no later than August 7 and 15, unless otherwise agreed by the Union and the employer.
- B.** Requests for transfer from eligible employees shall be made in writing to the Human Resources Office within the timeline specified in the posting. If more than one job is posted, employees may bid in priority order on all jobs posted. Appointments shall be made by seniority unless the employee is unable to meet the qualifications for the job requested.
- C.** Any current position for which the employer increases scheduled work hours by one (1) hours or more per day shall be posted unless otherwise agreed by the Union and the employer.
- D.**
1. Paras who meet the qualifications for employment in other Toledo Public Schools' non-teaching bargaining units shall be given equal consideration for vacancies with new applicants.
 2. Para who have teacher certification and have worked in the school district at least five years as a paraprofessional, not including substitute service, shall have the right, upon application, to placement on the priority hiring list for teachers under the terms of Article IX, Section B, of the Teachers' Agreement. Paraprofessionals who qualify and who want to be listed on the priority hiring list must notify the Human Resources Office in writing prior to May 15.
The Human Resources Office shall list qualified paraprofessionals on the priority hiring list in paraprofessional seniority order.

A paraprofessional on the priority list who does not receive a teaching contract by the opening of school in September shall have the following options:

- a. remain in a para position until offered a teaching contract;
- b. accept a long-term substitute assignment, if offered. A para who accepts a long-term substitute assignment shall have the right to purchase fringe benefits until eligibility for benefits is established as a long-term substitute;
- c. perform daily substitute teaching. A para who works as a daily substitute shall have the right to purchase fringe benefits until the individual becomes eligible for benefits as a long-term substitute or contract teacher.

3. The Human Resources Office, upon receipt of a paraprofessional's application for placement on the priority hiring list, shall send the para a letter outlining these options and instructing the para to select appropriate options in spaces provided and to return the letter to the Human Resources Office.

The employer shall not require a para applying for placement on the priority hiring list to have a physical, a TB test or drug screen or to fill our tax forms already on file.

4. A paraprofessional discharged from teaching service because of unsatisfactory performance as a teacher shall have the right to transfer back to the para bargaining unit under the terms of Article 13 of this Agreement. Placement will occur only when no layoff results. A para who works as a teacher and then returns to a para position shall not receive para seniority credit for teaching service. The para shall have previously accrued para seniority restored and teaching service time shall count for any other purposes for which years of service determines eligibility.

- E. A copy of any central office notice, directive, posting or bulletin relating to para generally, or to any group of paras, will be supplied simultaneously to the Union.
- F. The Board shall inform the Union of any proposed reductions or increase in para staff positions or assignments to new job classifications involving members of the bargaining unit.
- G. All notices of transfers shall be in writing from the Human Resources Office.
- H. Those individuals who have elected to receive their pay on a ten-month pay schedule will be permitted a maximum of one (1) voluntary transfer (bids) per year. A transfer selected at the summer bidding session shall not count as this one (1)

voluntary transfer. Paraprofessionals who have elected to receive their pay on a twelve-month pay schedule can only bid a vacancy at the summer bidding session. For the purpose of this paragraph, the year shall be July 1 through June 30. Any employee eligible to voluntarily transfer during the school year to a position shall serve a trial period of ten (10) work days during which either the employee or the employer may request a return to the position formerly held. Should the Federation or the employer feel that the trial period process is being abused, either may request a review of the situation by the Human Resources Office.

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

- I. Paras on an unpaid leave of more than five (5) days have the right to bid on vacancies only if the para has notified the Human Resources Office that she or he will return to work by the date the vacancy is to be filled.
- J. When an entire class is transferred from one building to another, the para assigned to that class shall have the right to transfer to that class if the teacher has the right. If the teacher's Agreement requires that the teaching position be posted, the paraprofessional's position will also be posted.

14. LEAVES

A. General

- 1. Any absence which is not approved constitutes an unexcused absence and may subject the employee to the disciplinary procedure which could result in dismissal.
- 2. Any employee who does not return to duty upon expiration of a leave of absence shall be removed from the service of the Employer.
- 3. No leave of absence shall be granted for the purpose of permitting employment with another employer or to become self-employed.
- 4. An employee may be granted, on a daily basis, an excused leave of absence without pay and without loss of seniority and fringe benefits for up to five (5) working days. Advance notice of at least seventy-two (72) hours, when possible, shall be required.
- 5. A leave of absence without pay may be granted for other valid reasons. Each leave request will be judged on its own merit and shall not set precedent. Upon expiration

of such a leave, the employee will be reinstated to his or her original or comparable position if the leave is twelve (12) weeks or less. If the leave is longer, the employee will be reinstated only when a vacancy exists.

6. Upon expiration of a leave of absence and employee shall be reinstated to his or her former position. However, if such leave of absence exceeds twelve (12) weeks and his or her position has been permanently filled, he or she can be reinstated only when a vacancy exists in the same, similar or lower paid job classification. An employee may return to duty prior to the expiration of the leave of absence provided he or she notifies the employer at least seventy-two (72) hours prior to his or her return.

B. Illness Leave

1. Upon written request of the employee and upon proper certification of a licensed physician, an employee shall be placed on a leave of absence without pay for up to six (6) months for illness or recuperation when sick leave and accrued vacation has been exhausted. An additional six (6) months leave shall be granted upon written request and proper certification by a licensed physician. Seniority shall continue to accumulate during such leave of absence for up to one (1) year. Extensions beyond the one (1) year may be granted, but shall not exceed another six (6) month period and seniority will accumulate for this six (6) month period.
2. Paras may donate up to five (5) sick days to another member of the bargaining unit upon mutual agreement of the Human Resources Office and the Federation.

C. Pregnancy Leave-Sick Leave

1. An employee shall be entitled to use sick leave for the period during which she is unable to work due to pregnancy, childbirth or related medical conditions.
2. The employee and her doctor shall determine the number of accumulated sick leave days to be applied and shall notify the Human Resources Office of this number at least seven (7) days before the commencement of the leave. This notice shall include the doctor's certification that the number of sick leave days identified is the number of workdays the employee is expected to be unable to work. If the number of days of actual disability exceeds that certified in advance, an additional doctor's certification shall be required for the use of additional sick leave.
3. To the extent that an employee's accumulated sick leave is insufficient to cover the period of disability due to pregnancy, childbirth or related medical conditions, the employee shall be granted an unpaid leave of absence for

the remainder of the period of disability which must be certified by her doctor.

Childcare Leave

1. Child care leave is an unpaid leave granted to an employee for the purpose of caring for the employee's infant or newly adopted child. The employee shall specify at the time of application the intended date of return to work.
2. Child care leave in excess of twelve (12) months shall require reapplication and approval by the Board.
3. Return from child care leave shall be governed by the terms of Article 14, Section A-6.
4. When the employee desires to return at the beginning of a school year, the Human Resources Office shall be notified before the preceding July 1.

Childbirth and Adoption Leave

If requested, an employee shall be granted up to three (3) days childbirth or adoption leave with pay to be taken immediately before or after the employee's adoption of a child or the birth of the employee's child. Child care leave is available to the employee thereafter.

D. Funeral Leave

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

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

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

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

If it is necessary to extend funeral leave for immediate family beyond the funeral leave days said extended day shall be

charged to the employee's sick leave, personal leave, or unused vacation at the discretion of the employee.

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

Leave, as stipulated above, shall be allowed on Friday for a Saturday funeral or Monday for a Sunday funeral of an aunt, uncle, cousin, niece, or nephew if the funeral is more than one hundred seventy-five (175) miles from Toledo.

If a death or funeral of a member of the immediate family occurs more than one hundred seventy-five (175) miles from Toledo, an absence of five (5) work days will be allowed with pay.

Proof for funeral leave may be required by the employer. This proof may be from a licensed funeral director, a clergyman, or a copy of a legal document which establishes the relationship between the employee and the deceased. Notification for such leave shall be made to the employee's immediate supervisor and the supervisor will forward the appropriate absence card to the Paraprofessional Office.

Holidays shall not be counted as work days for the purpose of this section.

Vacation shall not be counted as work days for the purpose of funeral leaves for immediate family only. Vacation would need to be rescheduled with supervisor.

E. Military Leave

All employees of the Toledo Board of Education, who are members of the Ohio National Guard, the Ohio Defense Corps, the Ohio Naval Militia, or members of other reserve components of the armed forces of the United States are entitled to leave 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) calendar days in any one calendar year.

F. Personal Leave

1. Unless otherwise provided, all employees covered by this contract shall be allowed a maximum of three (3) personal leave days each school year without loss of pay or benefits after satisfactory completion of original probationary period. Personal leave shall be granted without question provided that no department is shut down by virtue of this provision.

2. All requests for personal leave must be in writing and must be submitted at least seventy-two (72) hours in advance of the date of the requested leave if at all possible. When not possible because of an emergency, the employee shall call the appropriate office for approval no later than one (1) regular assigned work day unless otherwise provided.
3. Personal leave is non-accumulative and shall not be used on the day before or after any holiday or vacation period, or during the first week of school, or on or after the Friday before Memorial Day, except that a paraprofessional may use personal leave, with his or her supervisor's permission, during the first week of school or after the Friday before Memorial Day, for his or her wedding or graduation, or for the wedding or graduation of the members of his or her immediate family as described in this Agreement, or a legal guardian but not in-laws. Graduation means a ceremony to confer a degree or diploma beyond high school.
4. During the month of May, requests for personal leave shall be scheduled in advance of the leave. Requests will be granted on a first come, first served basis upon receipt of the completed personal leave form. Requests for the month of May shall not be made earlier than the beginning of the second semester. **A paraprofessional may utilize only one (1) personal leave day during the month of May.** During May, personal leave will be limited to the following schedule on any one day:

<u>Para Staff Size</u>	<u>Permitted Personal Leave Day</u>
16+	4
8-15	3
1-7	2

5. During the first year of employment, personal leave shall be prorated as follows:
 Probation completed September 1 through February 28: two (2) days. Probation completed March 1 through August 31: one (1) day.
6. Employees working on a part-time schedule shall be entitled to personal leave as follows:
 Employees working three (3) or fewer days per week: one (1) day. Employees working four (4) days per week: three (3) days.
7. For the purpose of this section, a day shall be the number of hours regularly scheduled on the day of the leave.
8. Personal leave days in F-1 above not used shall be compensated at the substitute paraprofessional hourly rate times the number of regularly scheduled hours. This

payment shall be processed on a separate check pay ending as a direct deposit to the employee in July.

G. *Injury Leave*

Any regular employee who is injured or disabled while in the performance of his or 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 be carried on the regular payroll of the employer for the period of disability providing the extent of the injury or disability prevents such employee from performing his or her normally assigned duties. The extent of this disability leave shall not exceed sixty (60) calendar days except holidays, vacations or days employee would be scheduled to work (other than Saturday or Sunday) would not be charge to injury leave. An employee on paid injury leave who returns within sixty (60) calendar days shall return to his or her former position. Following said 60 days an employee who goes off payroll on Workers' Compensation leave may return to work subject to Article 14, Section A-6.

If sixty (60) calendar days of injury leave is used the employee may then use earned sick leave, earned vacation, or may receive regular Workers' Compensation benefits in which case the employee must apply for a leave of absence. In all cases, the employee will continue to accumulate seniority and all benefits for the duration of the disability or until the disability is declared permanent and total by the Bureau of Workers' Compensation.

For the period of time when an employee is carries on the regular payroll the employer shall recover from the Bureau of Worker's Compensation those payments due the employee as determined by the Bureau of Workers' Compensation.

In the event the Bureau of Workers' Compensation should deny any claim as not being sustained in the course of and arising out of employment or related to an old injury, disability leave charged to injury leave will be charged to sick leave to the extent such sick leave is available.

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

If an employee returns to work prior to the expiration of the sixty (60) calendar day period provided herein and then is disabled at a later date due to the same injury, her or she may use the unused portion of the sixty (60) calendar days and, thereafter, may follow procedure outlined in this article.

When an employee elects to utilize earned sick leave after sixty (60) calendar days of injury leave has been used, the School District will reimburse the employee one-half of the sick days so used provided the Employee reimburses the School District in an amount equal to any Worker's Compensation benefits to which the employee is entitled and receives for the period in which sick days are utilized. In order to have sick days reimbursed, the School District, Union and any affected employee agree to cooperate in the processing of any documents necessary including but not limited to subrogation agreements, to obtain payment of benefits to which the employee is entitled from the Bureau of Workers' Compensation. Should the Bureau of Workers' Compensation refuse to honor any subrogation agreement or refuse to pay compensation for the period of time for which sick days are utilized, the School District will not reimburse sick time.

H. Sick Leave

1. Sick leave is the necessary absence of any employee with pay from duty on a regularly-scheduled work day because of personal illness, injury or exposure to contagious disease which could be communicated to other employees, or illness in employee's immediate family as would necessitate the employee's absence from work or result in serious hardship to the employee's family. With respect to illness in the immediate family, this shall not include personal illness or injury incurred as a result of action within the control of the family member such as an intentional self-inflicted wounds, use of drugs or alcoholic beverages, committing a felony or other similar actions.

Effective September 1, 1990, sick leave shall be accumulated at the rate of 1.2 days per month to a maximum of 370 days. Sick leave shall be accumulated over the summer months.

It is further agreed that current sick time hours for all paraprofessionals will be converted to days based on the number of hours per day worked by each paraprofessional at the end of the 1989-90 school year. Any problems arising from this conversion will be resolved by mutual agreements between the Board and Toledo Federation of Teachers.

2. For the purpose of this section the immediate family shall be the same as defined in funeral leave Article 14D.
3. Appropriate forms for approval and verifications of leaves in this article shall be provided by the Human Resources Office in accordance with governing statutes.
4. Employees shall be provided copies of their ADR cards.

5. Sick leave shall not be used by employees who are not on payroll.
6. Transfer of sick leave shall be permitted as provided by the Ohio Revised Code.
7. When the use of sick days extends beyond three (3) consecutive work days, the employees shall furnish the employer with a written statement provided by his or her attending physician substantiating the facts concerning the employee's physical condition, at no expense to the employer. Any employee who has used twelve (12) days or more personal sick leave, within the school year, without a doctor's note, refer to Article 20.B.
8. For the purpose of this section, family illness shall not be considered as personal illness. After five (5) consecutive days of family illness leave, a doctor's statement must be presented to the Human Resources Officer to verify continuing need of attendance to family member.
9. A joint panel consisting of two (2) representatives of the Administration and two (2) representatives of the Federation shall be established to review suspected cases of sick leave abuse. The two (2) appointed Federation Representatives shall receive an annual stipend of \$500 to be paid in concurrence with the Vacation pay disbursed the first week of July. The panel also shall be empowered to recommend a prescribed plan for improvement. Referrals can be identified by the panel itself or through internal union procedures.
The joint panel shall meet a minimum of once a quarter. Upon written authorization of the employee, sick leave records of the identified referrals shall be made available to the Federation Representatives for review in the Office of Non-Teaching Personnel at least one (1) week prior to the joint panel meeting with the identified paraprofessional. Each case will be evaluated and if action is warranted as determined by the facts, a prescribed plan for improvement may be developed. Such prescriptive plan for improvement will include specific timelines and goals. Concurrence by the panel will be necessary to invoke any prescriptive action recommended. If the panel fails to concur, the Administration may follow normal disciplinary procedures.
The panel shall report to the Human Resources Office its finding as "abuse not present" or "apparent abuse exists." Subsequent identification of the same employee for abuse of sick leave may lead to further disciplinary action up to and including termination.

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

I. *Convention*

Four duly elected employees shall have the right to attend each convention of a state or national employee organization as official delegate. Such conventions shall include all parent state or national organizations with which the employee organization is officially and constitutionally affiliated. A convention of a state or national employee organization shall be defined as Ohio Federation of Teachers or American Federation of Teachers. Professional Leave Forms must be submitted in accordance with district professional leave policy

J. *Serious Illness in Family*

Up to five (5) school days with no deduction in pay shall be granted for serious injury or illness affecting a member of the immediate family. The immediate family shall be the same as defined in funeral leave, Article 14D. The employee shall provide upon return the name and address of the attending physician. The physician may be contacted by the Board and verification obtained. In the event the attending physician requires a release authorizing his or her verification of the serious nature of the injury or illness, such a release will be signed upon request. In cases where the serious nature of the injury or illness has been verified by a physician, his or her definition of serious shall be accepted as valid. This leave may be used more than once each year but the total shall not exceed five (5) days annually. In extraordinary circumstances, the Human Resources Office may approve an extension of serious illness leave.

These five (5) work days are not accumulative nor shall they be subtracted for accumulated sick leave.

K. *Court Leave*

An employee shall not lose his or her regular pay due to appearance in court for any purpose except as directly related to a personal "for profit" outside business. This provision shall be limited to three (3) days per year unless said appearance is as a defendant directly resulting from Toledo Public School job-related activities in which case the three day limit shall be waived. A copy of the subpoena or summons must be submitted to the principal or supervisor and forwarded to the Paraprofessional Office. Employees required to be in court in excess of three days will suffer no loss in benefits but shall be docked for the hours he or she is required to be away from the job. An employee may elect to use vacation or personal leave for said time.

L. Study Leave

The Assistant Superintendent of Human Resources, the Human Resources Personal Assistant, the TFT Paraprofessional representative, and one additional TFT appointee will review annually paraprofessional requests for leaves of absence due to field experience and student teaching. The Board shall grant up to three (3) leaves per year, and may grant additional leaves as needed.

Paraprofessionals shall receive 50% of their regular wages and full benefits for the leave. The Board and Federation agree that these leaves shall be granted only in subject or certificate areas that have been identified as an area of need. Employees on study leave will receive longevity payment per Article 22-K. A para will receive the level of insurance benefits in effect at the commencement of the leave for the duration of the study leave. If a para on this leave decides to return to work at the end of this sixty (60) work day period, the para will return to his or her original position and will not be eligible for study leave again. Thereafter, a para on study leave shall have the right to return to work as a para only by applying for a vacancy in accordance with Article 13.

Upon completing a study leave the para(s), if licensed as a teacher, shall be placed on the priority hiring list for teachers under the terms of Article 13-D of the Para Agreement and Article IX-B of the Teacher Agreement. A para who does not receive a teaching contract or who is not licensed as a teacher shall have the right to bid on vacancies under the terms of Article 13. If placement in a position would result in a para Layoff, the para returning from leave will not have the right to placement.

After completion of a study leave the para will work in Toledo Public Schools for three (3) years if a teaching position is offered, for one (1) year as a substitute teacher or for one (1) year as a paraprofessional if a vacancy exists. If this condition is not met, the paraprofessional will repay the Board on the same basis as teachers make repayment for sabbatical leave.

Applications for study leave shall be made to the Human Resources Office by April 1 of each year. Applications shall include complete information on the individual's' planned course of study and a copy of an up-to-date transcript.

A study leave committee consisting of two persons appointed by the Federation and two persons appointed by the Board shall submit the names of the authorized candidates to the superintendent for approval.

A para on study leave shall not be credited with seniority for the period of the study leave. A para who returns to work as a para shall previously accrued seniority restored. The leave

period shall count for any other purpose for which years of service determines eligibility.

M. Para-to-Teacher Program

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

N. Professional Leave

Upon advance application and approval, the employer may grant employees time off, with pay to attend conferences and workshops.

15. Reporting Absence and Return to Work

- A. When unable to show for work, employees shall report the absence via Aesop no later than one hour prior to starting time each day of absence, except when in case of a long term absence a different call-in procedure is approved by the Human Resources Office. Employees on long term absences shall report their intention to return to work not later than the close of office hours of the day preceding their return. Failure to report absences from work or return to work in compliance with the proper procedure will warrant disciplinary action.
- B. When the use of sick days extends beyond three (3) consecutive workdays, the employee shall furnish the employer with a written statement provided by his or her attending physician substantiating the facts concerning the employee’s physical condition, at no expense to the employer.
- C. Each employee must maintain his or her current address and telephone number, or a number whereby he or she can be reached, on file with the proper department and Human Resources Office.

16. Holidays

- A. The following holidays shall be observed for all regular employees with full pay at the regular hourly rate of pay for the regular scheduled hours prevailing at the time said holiday occurs unless otherwise provided in this contract.

New Year’s Eve New Year’s Day
Good Friday Memorial Day
Christmas Eve Christmas Day
MLK Birthday President’s Day
Wednesday Prior to Thanksgiving Day
Thanksgiving Day
Day after Thanksgiving
Independence Day (if scheduled to work at that time)
Labor Day (if the paraprofessional works the week of Labor Day)

- B.** The granting of pay for holidays shall be subject to the following regulations:
1. To be eligible for holiday pay the employee must be on the payroll during the week in which the holiday falls. An employee will not be paid holiday pay if off the payroll on his or her own accord for any part of the working day immediately preceding or any part of the working day following the holiday.
 2. If a holiday occurs during a sick leave or injury leave with pay, the employee shall be paid for the holiday at the regular hourly rate of pay. A sick leave day will not be charged against accumulated sick leave when a holiday occurs during said sick leave.
 3. When a holiday occurs on a Saturday or Sunday and the holiday is not celebrated on a Friday or Monday, an employee shall be paid at the regular hourly rate for that day.
 4. Employees who are off payroll during the summer school break shall not receive pay for holidays occurring during this period.
 5. An employee shall be paid for those holidays that occur during the Christmas and New Year vacation period and the spring recess period.
 6. Employees who are not scheduled to work on a designated holiday shall be paid holiday pay computed at the number of hours the employee has been regularly scheduled to work at the appropriate rate of pay.
 7. If a holiday occurs during vacation period, the employee shall be paid for said holiday at the regular scheduled hours and the holiday will not be charged as a vacation day.
 8. 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 paraprofessionals scheduled to work.

17. Lunch Period

Employees scheduled to work more than four hours per day are entitled to not less than a half hour (1/2) unpaid lunch break.

The specific placement of the lunch period within the work shift will depend on the needs of the program as determined by the Employer.

Paras shall receive a paid lunch when required to accompany students on a field trip or are responsible for students during their lunch while at school.

18. Calamity Days and Emergency Closings

- A. At any time the normal operations of all the Toledo Public Schools are shut down due to an emergency such as excessive snowfall, fuel shortage or other calamity, employees not required to work shall receive their normal salary.
- B. If, due to an emergency (other than calamity) it is necessary to close a single building, employees will not be required to work that day. If the school remains closed more than one (1) day, paraprofessionals shall call the Human Resources Office for reassignment.

19. Jury Duty

Any employee required by any court to report for jury duty or to serve on a jury on any day when the employee would normally be working shall receive full compensation from the employer, as if the employee had worked his or her regular assignment. Upon receipt of jury duty notice, the employee shall report same to his or her immediate supervisor. Whenever possible, the employee shall notify his or her supervisor on a daily basis of the continuation or termination status of jury duty. Upon completion of jury duty, the employee shall request a letter from the Clerk of Court stating the time and dates served. This letter shall be sent to the Human Resources Office through the proper supervisor. Jury duty pay need not be given to the employer.

If any employee is dismissed by the Court from jury duty or as a witness before 10:00 a.m., the employee shall report to his or her supervisor for assignment.

20. Physical Examinations

- A. Other than the probationary period, tuberculosis examinations and other physical examinations required by law will be carried out at no expense to the employee.
- B. Any employee who has used twelve (12) days or more personal sick leave without a doctor's note between August 1 and the following July 31 may be required to have a physical examination at his or her own expense, and to submit to the employer a physician's statement regarding the employee's ability to work, before resuming his or her duties at the beginning of the school year following July 31. For the purposes of this paragraph, use of sick leave for family illness shall not be considered as use of personal sick leave.

21. Travel Pay

- A. Employees required to provide their own transportation in the performance of official Board of Education business shall be reimbursed by the employer at the rate approved by the I.R.S. This rate will be effective the date I.R. S. releases the announcement.

Maximum allowance per month shall not exceed 200 miles. All mileage up to maximum shall be reimbursed.

- B. No member of the bargaining unit shall be required to transport a pupil in his or her personal automobile.
- C. Payment for travel shall be made monthly by separate check.
- D. Expenses associated with field trips shall not be the responsibility of the paraprofessional.

22. Compensation

- A. The following wage scale will be in effect.

<u>Step</u>	<u>Effective</u> <u>7/1/2017</u>	<u>Effective</u> <u>7/1/2018</u>	<u>Effective</u> <u>7/1/2020</u>
1-2	\$14.44	\$14.87	\$15.17
3-4	\$15.19	\$15.65	\$15.96
5-6	\$16.12	\$16.60	\$16.93
7-8	\$17.06	\$17.57	\$17.92
9-15	\$18.00	\$18.54	\$18.91
16-19	\$18.50	\$19.06	\$19.44
20+	\$19.00	\$19.57	\$19.96

- 1. Health Services Paraprofessionals shall receive an additional \$1.00 per hour to the above noted wage scale.
- 2. College Degree Payment: Paraprofessionals will receive additional compensation as provided below. It is the responsibility of the employee to provide the certificate or diploma to the Office of Human Resources, and a copy will be made and placed in their personnel file.

<u>Associate</u>	<u>\$500</u>
<u>Bachelor</u>	<u>\$700</u>
<u>Masters</u>	<u>\$900</u>

For the purpose of placement on the compensation schedule steps under Article 22-A and 22-K Longevity only, a former paraprofessional who is re-employed by the Board may receive up to five (5) years credit on the wage scale steps. Paraprofessionals who elect a 12-month pay schedule no later than August 1st are subject to transfer provisions as per Article 13, Section H of this Agreement.

- B. Employees will advance on the system seniority date of employment.
- C. Any employee currently earning more than the above rates will continue at that rate plus negotiated increases. New employees in those job classifications which currently have a higher rate will be employed in accordance with the rates established in this agreement.

- D. The Board shall designate each employee's mandatory contributions to the School Employee's Retirement System of Ohio as "picked up" by the Board as contemplated by Internal Revenue Service Rulings 77-462 and 81-36, although they shall continue to be designated as employee contributions as permitted by Attorney General Opinion 82-097, in order that the amount of the employee's income reported by the Board is subject to federal and Ohio income tax shall be the employee's total gross income reduced by the then-current percentage amounts of the employee's mandatory School Employee's Retirement System contribution which has been designated as picked up by the Board, and that the amount designated as picked up by the Board shall be included in computing final average salary, provided that no employee's total salary is increased by such "pick up", nor is the Board's total contribution to the School Employee's Retirement System of Ohio increased thereby.
- E. An employee participating in a required workshop or meeting after school hours shall be paid for his or her regular hourly rate of pay.
- F. An employee employed in summer school shall be paid the same hourly she or he received the preceding school year.
- G. An employee employed in night school shall be paid the same hourly rate he or she is paid for daytime employment.
- H. The employer agrees that if laws or regulations are enacted which require bargaining unit employees to take in-services, workshops, university courses or other training to retain a paraprofessional position, it will meet and negotiate with the Federation the impact and effects of such laws and regulations on bargaining unit employees.
- I. The employer shall send an overtime card and directions for its use to the administrator of each work location in September of each year.
- J. Paraprofessionals who have taken professional growth courses (PGC) or committee approved TPS adult education courses that equaled one full credit shall be paid at the negotiated PCG rate to paraprofessionals for all courses that were previously taken and are currently being paid. Payment for credits shall be made at the same time longevity payments are issued.

PGC Credits for all eligible TFT Paras \$35.00.

- K. Employees shall receive longevity pay for years of continuous service from date of hire based upon the following schedule: Employees who work more than 20 or more hours per week_

Effective 7/1/2017

Years of Service

5 through 9	\$450
10 through 14	\$500

15 through 19	<u>\$550</u>
20 through 24	<u>\$650</u>
25 or more years	<u>\$750</u>

Employees who work less than 20 hours per week

Years of Service	
5 through 9	<u>\$375</u>
10 through 14	<u>\$450</u>
15 through 19	<u>\$500</u>
20 through 24	<u>\$625</u>
25 or more years	<u>\$675</u>

This payment shall be made in December of each year and shall be paid by a separate check by December 15 of each year.

Years of service shall be credited for the determination of longevity from the date of original employment and shall be considered interrupted only upon termination of the employee. Only continuous years of service with the Toledo Public Schools from employee's most recent date of hire shall be considered when determining longevity pay.

Longevity pay shall be paid only once a year and will be paid from the year January 1 through December 21. An employee, for the purpose of this section, shall be given credit for the full years' service if the original appointment date is prior to December 31 and shall receive longevity accordingly.

Only in the case of death, retirement, or eligibility for SERS retirement will longevity payments be made for that year on a prorated basis.

Any leave of absence without pay or layoff exceeding one (1) year shall be deducted in computing continuous service for longevity purposes.

L. Vacations

1. Employees who receive vacations according to the following schedule:

- 7 working days after one (1) year of service.
- 9 working days after five (5) years of service.
- 15 working days after ten (10) years of service.
- 18 working days after fifteen (15) years of service.
- 19 working days after twenty (20) years of service.
- 22 working days after twenty-five (25) years of service.

Vacation shall be used only during the Christmas and Spring breaks. Any additional days will be paid at the end of the school year.

Years of continuous service shall be credited for the determination of vacation days from the employee's most

recent date of hire with the Toledo Public Schools and shall be considered interrupted only upon termination of the employee's seniority as noted in Article 12-B. An employee, for the purpose of this section, shall be given credit for the full years' service if the original appointment date is prior to June 30 and shall receive vacation days accordingly.

2. For the purpose of this section, the vacation year shall be defined as the period from July 1 through June 30. If the employee is off payroll on an unpaid leave of absence for a period of one month or more, vacation credit shall be lost for that period of time.
3. An employee shall receive two (2) additional vacation days if no more than five (5) days of personal sick leave and family illness sick leave is used in the previous vacation year. An employee shall receive one (1) additional vacation day if no more than seven (7) days of personal illness sick leave and family illness sick leave is used in the previous vacation year.
4. Employees who have accumulated 100-199.99 sick days on December 1, shall be paid one (1) additional vacation day at their daily rate before December 25. Those who have accumulated 200 or more sick days on December 1, shall be paid two (2) additional vacation days at their daily rate before December 25.

M. Vacation Payment Schedule

Years of Service

5-9 years	\$65
10-14 years	\$200
15-19 years	\$330
20-24 years	\$430
25 years and over	\$560

This payment shall be made the first week of July each year and shall be paid by a separate check.

N. Severance Pay Policy

Retiring paraprofessionals shall be paid severance based on the following formula:

Yrs. Of Service Payment

8.0-19.99	33 1/3% of total accumulation of sick leave
20-on	70% of total accumulation of sick leave

(Effective 4/1/92)

Paraprofessionals with 19 years of service or less must retire and actually draw benefit checks from SERS to qualify.

Paraprofessionals with 20 years of service or more must exercise one of the options under SERS. This can include the option of withdrawing all SERS funds. However, early

retirement which freezes benefits 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 in effect at the time of retirement.

At the option of the retiring employee, payment of severance may be made on or immediately after January 1 of the year following the retirement.

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

- O. Both the Board and Federation agree that college course work in areas which lead to teacher certification will improve the efficiency and instruction of children.
- P. When a special education para is absent, a substitute shall be provided. If a substitute is not available, the para (s) doing double duty shall receive three (3) hours of additional pay at his or her regular hourly rate. If the students from a single class are divided, additional pay will be prorated.

23. Program Changes

- A. In the event of school closings, reduction in enrollment which necessitates layoffs or major reduction in available funding make it economically infeasible to maintain the program levels, the Superintendent or designee, and a representative of the union shall enter into discussions concerning methods available to meet such financial problems prior to any action being taken. The Superintendent shall not, through layoff or otherwise, reduce program levels before giving full consideration to the recommendations of the union resulting from such discussions. (See also Appendix A)
- B. It is agreed that proposals drafted by the Board for federal or other special funding will not violate any of the terms of this agreement.
- C. Copies of any proposed changes in programs currently in operation shall be provided to the Federation if the changes affect the members of the bargaining unit.
- D. The Board and TFT will identify and train up to five (5) paraprofessional trainers during the first quarter of each school year. They will work with paraprofessionals who transfer into job categories that require specialized skills. This training will occur during school hours, as part of the workday. Training will take place one day per quarter. All involved will be notified of the time and location at least one (1) week prior to the training date. Emergency situations shall

not be subject to the one (1) weeks' notice, however, every effort will be made to provide prior notice. When possible, training shall occur at the job site. This training will be scheduled through the Director of Human Resources or his/her designee, who will coordinate the training with the building principal, the TFT Paraprofessional Representative, the teacher, the trainer and the paraprofessional..

When professional development, as previously described, occurs outside the workday, the paraprofessional being trained will receive the hourly rate of pay and the trainer will receive one and one half of their hourly wage.

24. Insurance

1. Types of Coverage

- A.** Hospital/Surgical and Supplemental Major Medical insurance through a Preferred Provider Organization (PPO) Network and Schedule of Benefits.

Hospital/Surgical and 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 maximum benefits payable per lifetime as provided by the summary Plan Description (SPD) for all covered services. There are no Pre-existing condition limitations associated with any of these benefits through the new Hire enrollment or annual open enrollment. All levels of benefits are ultimately determined and may be changed from time to time by the Toledo Public Schools Insurance committee.

- B.** **Dental – Choice of Two Plans**

The Board shall provide to each member of the Bargaining unit, except as set forth herein, Dental/insurance on a pre-tax or after tax basis. Depending on the employee options as provided by the SPD, which may be changed from time to time by the Toledo Public Schools Insurance Committee.

- C.** **Prescription Drug**

The Board shall provide to each member of the Bargaining unit, except as set forth herein, Prescription Drug insurance on a pre-tax or after tax basis. Depending on the employee options as provided by the SPD, which may be changed from time to time by the Toledo Public Schools Insurance Committee.

D. Optical

The Board shall provide to each member of the Bargaining unit, except as set forth herein, Optical insurance on a pre-tax or after tax basis. Depending on the employee options as provided by the SPD, which may be changed from time to time by the Toledo Public Schools Insurance Committee.

E. Life Insurance

The Board shall provide term life insurance to each eligible member of the bargaining unit during the duration of their employment in the following amount:

\$40,000 – Effective April 1, 1992

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

2. General

- A.** Effective date of coverage for new employees is the date of completion of original probationary period. Employees who have worked as substitute paras and are serving their probationary period shall receive all benefits after sixty (60) workdays which shall include all work days as a substitute para. The effective date of coverage for present employees not enrolled in the plan is the date established at the regular enrollment periods.

Employees hired prior to 2/1/85:

12-19 hours per week-single coverage

20 hours or more per week-family coverage

Employees hired 2/1/85 and after:

12-14 hours per week-1/2 payment of single premium

15-19 hours per week-single coverage

20 or more hours per week-family coverage

Effective date of coverage for spouses and dependents is the same as employees, Spouses are eligible for coverage provided they comply with the spousal contribution schedule referenced above. Dependents are covered according to the following schedule:

B. Health, drug, dental & vision dependent eligibility criteria

Dependents of Toledo Public School employees who work and are eligible and provided health benefits by their employer are required to enroll in their employer's health and prescription plans as primary. They may participate as secondary under the Toledo Public Schools plan. Should their employment cease and they retain dependent status, they are not required to take a COBRA plan and are eligible for primary coverage under the Toledo Public Schools plan.

- 1. Dependent Children** – Effective January 1, 1992, dependent children are covered through the end of the calendar year in which they reach age 26. They will be covered through the end of the calendar year in which they reach age 24-ONLY IF A FULL-TIME STUDENT.

2. **Spouse and/or Dependent** Coordination of benefits
Eligible employees married to other eligible employees are not required to contribute to the monthly premium for spouse coverage. In such case, the eligible employees may select either two single plans or one family plan.
- a). **Spouse Eligibility** – Effective July 1, 2001, hospitalization coverage will be provided to spouses of eligible employees according to the following: In order for any spouse of an eligible employee to be covered under the Board’s hospital, surgical, supplemental major medical, and prescription drug plans, such spouse must fully enroll for single coverage, regardless of cost, in any available employer/government sponsored health, surgical, major medical and prescription drug plan (such as but not limited to an HMO, PPO, comprehensive major medical plan, prescription drug plans, etc.) Spouses do not have to enroll in dental or optical plans but are encouraged to do so. An available employer/government sponsored plan means any plan made available to the spouse during employment or as a retiree, for which the spouse is/was eligible, and includes any period of health care continuation coverage available to the spouse under COBRA or other applicable laws. If a spouse declines available hospitalization, surgical, major medical or prescription drug coverage; elects another benefits or cash payment in lieu of coverage; or otherwise elects not to receive such coverage, said spouse shall not be eligible for Board coverage.
- b). **Retired TPS Employee Spouse** An eligible employee, whose spouse is a retired employee of Toledo Public Schools with at least ten years full time service and whose spouse is eligible for STRS or SERS health care benefits, may elect to cover the spouse as primary under Toledo Public Schools and will pay the secondary coverage monthly rate. The retired spouse does not have to enroll in STRS or SERS health coverage. However, should such retired spouse become employed, they are required to enroll in their employer’s single health and prescription plan as primary, if available and eligible, regardless of any monthly payroll deduction that might be required or monetary incentive that might be offered in lieu of coverage. Spouses who accept a different benefit or cash incentive in lieu of coverage through their employer will not be eligible for Toledo Public Schools coverage. Once a spouse is compliant

with this language, they shall be eligible for secondary coverage under a Toledo Public Schools plan.

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

C. Exhaustion of Sick Leave or absence without pay.

Employees going on unpaid leave of absence for reasons of illness or approved absence without pay will have health and prescription drug insurance coverage paid by the Board during the balance of the month in which the leave takes effect, 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. (See Appendix B)

D. Death Benefit

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

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

E. Layoffs

The Board shall provide continued group health care coverage (medical, dental, prescription, and vision) and life insurance for each member of the bargaining unit laid off for the rest of the month in which the layoff occurred, plus four (4) additional months provided the person had accrued one (1) school year's seniority prior to the layoff. Members of the unit who have accrued less than one school year's seniority shall be provided these benefits for two (2) additional months beyond the month in which the layoff occurred. Thereafter, employees shall be permitted to purchase coverage while under layoff status pursuant of COBRA regulations. (See Appendix B)

F. Disability Retirement- Optional Insurance Benefits

An eligible member of the bargaining unit on disability retirement leave shall be allowed to purchase vision and dental benefits pursuant to COBRA rates for the Cobra Continuation Period. New COBRA enrollments shall be permitted during open enrollment periods. This provision shall include those already on disability leave.

3. COBRA

See Appendix B for continuation of benefit coverage under the COBRA regulations for eligible employees, spouses and dependents who are no longer eligible for coverage due to separation from employment, laid off, death, divorce or legal separation, retirement, dependent reaching age limitation, etc. (See attached COBRA language)

Persons presently exercising their COBRA option will be provided with the opportunity to select one of three plans. Employees who access COBRA benefits after the effective date are required to maintain the plan in which they participate at the time of the COBRA event.

4. Insurance Committee

- A.** The Insurance Committee shall consist of six (6) members; three (3) appointed by the Superintendent and one each by TFT, AFSCME, and TAAP 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 accumulation the monthly premiums less an amount set by the Insurance Committee necessary to maintain an adequate run-out balance, less paid claims and less ASO costs. Interest earnings are computed monthly and added to the investment fund balance.
- D.** The Board agrees to explore with TFT, TAAP, and AFSCME the feasibility of extending certain insurance benefits not covered by the applicable retirement system to employees who are retiring. It is understood by all parties that impact on insurance experience and cost containment are factors which shall be given equal consideration in any exploration. In the event that it is agreed to extend such benefits, it is further understood that such benefits would be extended to those employees retiring at their own expense pursuant to COBRA rates.

25. SAVINGS CLAUSE

- A.** If any provision hereof is declared illegal or invalid or shall become so hereafter by any change in the statute laws, Federal or State, or the decision of the Supreme Court of the United States, or of the State of Ohio, such provision shall not invalidate this contract or any provision hereof but shall be considered as deleted and the remainder of the contract shall subsist and continue with the same force and effect as if such provision had not been a part of this contract in the first instance. In such event, however, the

parties to this agreement will endeavor to negotiate substitute provisions without delay.

- B. All references herein where the male gender is used, shall be construed to include female and male persons.

26. DURATION, RENEWAL, NO STRIKE

This Agreement shall become effective as of July 1, 2017, and the terms and conditions thereof shall be effective as provided herein and shall continue through June 30, 2020

This Agreement shall be automatically renewed as to both economic and non-economic issues for additional periods of one year unless either party shall notify the other party not later than April 1 before expiration of its desire to modify or amend the Agreement. In the event that such notice is given, negotiations shall promptly commence at a mutually agreeable time and place prior to the termination dates as per ORC 4117.

No lockout of employees shall be instituted by the employer during the period ending June 30, 2020, and no strikes of any kind shall be caused or sanctioned by the Union during the same period.

27. PROPERTY LOSS FUND FOR PARAPROFESSIONALS

Paraprofessionals may apply to the Toledo Federation of Teachers property loss fund. This fund will reimburse teachers and Paraprofessionals for property loss, excluding cash, on a \$100.00 deductible basis after private insurance coverage has been exhausted. This fund will be administered by the Federation. Paraprofessionals and teachers will access the same fund.

28. ROOM KEYS

All paraprofessionals must be issued a classroom key at the onset of their assignment. Keys must be returned when the para leaves that position or at the end of the school year.

APPENDIX A
LETTER OF AGREEMENT

The Toledo Public Schools and the Toledo Federation of Teachers hereby agree to the following pertaining to reading and math paraprofessional positions under Chapter I funded programs.

The parties agree that beginning with the 1992- 93 school year that reading paraprofessionals positions will be scheduled for four(4) hours per day, five (5) days per week and math paraprofessional positions will be scheduled for five and one-quarter (5 ¼) hours per day five (5) days per week subject to the following:

- A. The parties agree that if:
1. Toledo Public School Charter I funds are cut by the state or federal government in the future; or
 2. The expenses for personnel, supplies and equipment for
 - a. programs in existence during the 1991-92 school year; and
 - b. the addition of services for one (1) school (Raymer) exceed funding levels for Chapter I, then before the programs referenced in section 2 a and b are cut, the parties agree to negotiate reductions in the hours or reading and math paraprofessionals under Chapter I.

APPENDIX B COBRA

Pursuant to 4117.10(A) and in lieu of the requirements of ORC 3313.202 and ORC 3923.28, it is hereby provided that, effective June 16, 1988, Title XXII of the Public Health Service Act, 42 U.S.C. #201, et seq., solely, shall specify the Board's obligations to offer continuation of group health care benefits to covered employees and their qualified beneficiaries, as those terms are defined in the Public Health Service Act. Additionally, the parties agree that the Board's obligation to carry employees on its payroll records under ORC 3313.202, or the terms of this agreement, as it pertains to group life or any insurance other than group health care benefits covered by the Public Health Service Act, shall be limited to the length of time permitted by the Board's insurance carrier(s) or twelve (12) months, whichever is less.

The time provided for purchase of benefits under COBRA shall not be added to any time for which benefits are already provided following a qualifying event, but shall begin from the qualifying event whether or not this agreement requires the Board to pay any portion of the benefits after the qualifying event. This provision shall not be intended to remove the Board's obligation to pay for benefits otherwise agreed to in this contract. It is not the intent of the above language to reduce any benefits found elsewhere in this agreement.

APPENDIX C

MEMORANDUM OF UNDERSTANDING BETWEEN THE TOLEDO FEDERATION OF TEACHERS AND THE TOLEDO PUBLIC SCHOOLS

UNDERSTANDING

This memorandum applies solely to the Interpreters for the Deaf/Hard of Hearing.

This memorandum will be considered a part of the paraprofessional collective bargaining agreement and will extend for the term of the agreement. This memorandum shall be incorporated in the master agreement and published to the membership of the paraprofessional unit.

UNION RECOGNITION

Article 1 (A) page 1

Interpreters for the Deaf/Hard of Hearing are recognized in Article 1 (A) page one of the paraprofessional agreement.

PROBATION

Article 6 (D)

At the time of hire, individuals employed as Interpreters for the Deaf/Hard of Hearing will demonstrate basic receptive/expressive sign and oral language skills to a committee composed of teachers appointed by the TFT, administrators, and individuals determined by the administration trained in sign language interpreting skills. (This sentence follows the last sentence in current 6-D)

JOB DESCRIPTION AND WORK YEAR

Article 9

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

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

Interpreters who work three hours or more a day shall take a 15 minute rest period. Those who work over 3 hours shall take a 30-minute rest period which may be divided into 15 minute blocks at the discretion of the interpreter. The interpreter shall make every effort to take this rest period at a time so as not to interfere with classroom instruction. It is understood that some classes have content that requires review and preparation. Interpreters may need preparation time to review

content and vocabulary. When an interpreter feels that preparation time is necessary, that request will be made to the Director of Student Services or his/her designee.

- B.** Standards and criteria for evaluation of interpreters will be mutually developed and agreed upon by the Board and Federation Prior to October 1, 2016.
Additional evaluation provisions as outlined in Section 7B and 7C of this agreement shall apply.

SENIORITY

Article 12

- A.** Interpreters of the Deaf/Hard of Hearing shall be considered a system-wide department with seniority based upon hire date. In the event of tied seniority, the last four (4) digits of the employee's social security number will be used to break the tie.
An Interpreter who moves to a vacant paraprofessional position must take the necessary tests.
- B.** In the event of lay off, the least senior member of the department shall be laid off and recalled prior to any new hire.

COMPENSATION

Article 22

- A.** Interpreters for the Deaf/Hard of Hearing shall qualify for benefits according to the schedule listed on page 70 of the 1992-95 agreement which currently reads:
- 12-14 hours per week - 1/2 payment of a single premium
 - 15-19 hours per week - single coverage
 - 20 or more hours per week - family coverage
1. An interpreter who holds an Associate License issued through the Ohio Department of Education, (ODE) shall be paid and additional \$7.50.
 2. Interpreters who hold a Bachelor's degree with either an (OAC 3301-23-44): Temporary Pupil Services License OR (OAC 3301-23-44) Substitute Teaching License, shall receive an additional \$2.50 per hour. These interpreters are not precluded from receiving Bachelor's rate of pay plus the Associate License rate of pay should the Associate License be subsequently obtained.

Pay Rates Effective 7/1/2017

Interpreter Rate \$17.50

Interpreter Rate w/
Associate License \$25.00

Interpreter Rate w/ License in either
Temp. Pupil Service OR Substitute Teaching \$20.00

Interpreter Rate w/ BOTH Associate License &
Bachelor's Degree \$27.00

C. Interpreters for the Deaf/Hard of Hearing shall be paid for travel time between locations. Travel pay shall be issued at the usual mileage rate.

OTHER

The SERB recognition issue will be decided by the fact finder. Unless exempted by this memorandum all the current contract language shall apply.

The personnel office will distribute a copy of this memorandum and a copy of the Paraprofessional Agreement to all individuals hired through the interpreters for the Deaf program.

FOR THE FOR THE BOARD OF EDUCATION:

Craig Cotner, Assistant Superintendent

FOR THE UNION:

Nancy Lindsey, Para Rep Toledo Federation of Teachers

(Date: 12/22/1997)

APPENDIX D

MEMORANDUM OF UNDERSTANDING BETWEEN THE TOLEDO FEDERATION OF TEACHERS AND THE TOLEDO PUBLIC SCHOOLS

UNDERSTANDING

This Memorandum of Understanding is based upon the 2001-2004 Paraprofessional Agreement between the Toledo Public Schools and the Toledo Federation of Teachers.

This Memorandum of Understanding applies solely to the School Community Partner Program positions funded through the Toledo Public Schools' DPIA funding.

This Memorandum of Understanding will be considered a part of the paraprofessional collective bargaining agreement and will extend for the term of the agreement.

Except for the items specified in this Memorandum of Understanding, the 2001-2004 Paraprofessional Agreement will be followed in all matters concerning the School Community Partner Program.

UNION RECOGNITION (ARTICLE 1, A)

School Community Partners are a recognized classification in Article 1, A, page one (1) of the Paraprofessional Agreement.

PROBATION (ARTICLE 6, SECTION D)

At the time of hire, individuals employed as School Community Partners will be required to demonstrate basic Reading and Writing skills by a method determined by the Employer. At the time of hire, School Community Partners must possess a high school diploma or its equivalent or enroll in GED or Adult Education courses and demonstrate progress toward attaining the diploma or GED in accordance with rules established by the Employer. Employees who fail to demonstrate progress may be subject to termination. Within two (2) years of employment, School Community Partners must pass the Reading Test required by Article 6, D, of the paraprofessional agreement and have a high school diploma or its equivalent in order to remain employed. An employee's failure to meet the requirements will result in termination. Employees hired as School Community Partners must agree to work in the program until the expiration of the current agreement.

EVALUATION (ARTICLE 7)

School Community Partners will be evaluated under those procedures established for Parent Partners.

JOB DESCRIPTIONS AND WORK YEAR (ARTICLE 9, SECTION A, 6, AND B)

- A.** This memorandum shall be in full force and effect for the period of the current collective bargaining agreement.
The weekly hours of the School Community Partner shall be at least sixteen (16) hours. The Assistant Superintendent of Human Resources or his/her designee may schedule School Community Partners to work more than the stipulated hours per week.
- B.** A School Community Partner will not be required to work in a student's home if the School Community Partner's health or safety is threatened. The School Community Partners shall submit a written report of such circumstances to the immediate supervisor within two days of the occurrence.

SENIORITY (ARTICLE 12)

A. DEFINITION

School Community Partners shall accrue seniority only for the purpose of layoff or recall within the School Community Partner Program.

- B.** If School Community Partners Program employees are hired for regular paraprofessional positions tied seniority among such employees shall be broken by the date of employment in the program. Such employee's' seniority in the regular paraprofessional position will start as of the date of placement in the regular position.

C. LAYOFF AND DISPLACEMENT

Any School Community Partner who is laid off does not have the negotiated right to bid or bump into any other paraprofessional position.

- D.** Any regular paraprofessional who is laid off or displaced does not have the negotiated right to bump or bid into a School Community Partner position.

POSTING AND TRANSFER (ARTICLE 13)

- A.** School Community Partners' positions shall not be posted.
- B.** School Community Partners shall not have the right to bid on posted paraprofessional positions.

Toledo Public Schools will not hire as a School Community Partner any individual who is currently employed by the school district as a paraprofessional.

Those individuals employed in School Community Partners positions at King, Stewart, Westfield, and Lagrange Schools upon the effective date of the memorandum, will retain their regular bidding rights under the Paraprofessional agreement. If any of those individuals bid out of their School Community Partner position, the vacant position will remain a position under the School Community Partner program, subject to the provisions of this memorandum of understanding.

HOLIDAY PAY (ARTICLE 16, SECTION 6)

School Community Partners shall receive holiday pay based on individual average daily hours.

COMPENSATION (ARTICLE 22)

For the purpose of compensation, individuals employed as School Community Partners who become regular employees in any classification, shall receive full service credit for the time spent in the program.

RELATED ITEMS

Individuals hired as School Community Partners will be selected from lists submitted by the principals of the 16 participating elementary school buildings. Building representatives may submit names to the principals for inclusion on the list. All individuals hired as School Community Partners must satisfactorily complete the required criminal record check, physical exam and drug screening. The final hiring decision will be made by the Human Resources Office.

At the time of employment, School Community Partners must reside within the attendance area of the elementary school that they are serving. If a School Community Partner moves, and his/her residence is outside the attendance area of the served elementary school, the individual will retain his/her School Community Partner position only for the duration of the school year. The Assistant Superintendent of Human Resources or his/her designee may waive this requirement. This residency requirement is in recognition of the unique nature and services to be provided by the School Community Partner Program. The residency requirement for this program will not constitute any precedent whatsoever for a residency requirement outside of this program.

The Human Resources Office will distribute a copy of this memorandum and a copy of the Paraprofessional Agreement to all individuals hired through the School Community Partner Program.

FOR THE BOARD OF EDUCATION:

James M. Sciarini: Attorney for the Board
Ronald E. McCullough Personnel Assistant

FOR THE UNION:

Cliff Mallett: Director of Contract Administration Toledo Federation
of Teachers
Nancy Lindsey Paraprofessional Representative

APPENDIX E

MEMORANDUM OF UNDERSTANDING BETWEEN THE TOLEDO BOARD OF EDUCATION AND THE TOLEDO FEDERATION OF TEACHERS

RE: Ohio School Facilities Commission Master Facilities Plan - School Closings and Transitions

As the Ohio School Facilities Commission/Toledo Public Schools Master Facilities Plan is implemented, the following will apply regarding teachers (including specialists) and paraprofessionals:

- Whose school is closed while a new school is constructed
- Whose school is closed and relocated to a new site
- Whose school is closed and staff is assigned to another school

Teachers (including specialists) and paraprofessionals* will be compensated at their personal daily (teachers) or hourly (paraprofessionals) rate of pay as follows:

- Two days at the closing/sending/relocating school for disassembly, packing, and labeling all materials, and labeling all equipment and furniture.
- Two days at the receiving and/or assigned school (including swing space) for unpacking, assembly, setup, and organization of all classroom materials.
- Two days at the receiving/new OSFC school for unpacking, assembly, setup, and organization of all classroom materials.

The parties agree to an additional two days for unpacking, assembly, setup, and organization of all classroom materials and equipment in preparation for a district-scheduled dedication ceremony for the opening of a new school. These additional days are conditional on a teacher or paraprofessional* using this third and fourth day, and the two referenced in the third bullet above, prior to the date of the dedication ceremony. The intent of the parties is to support teachers and paraprofessionals in preparing their classrooms for dedication ceremonies to which parents and other citizens, Toledo Public Schools employees, and community leaders are invited.

*One paraprofessional shall assist the classroom teacher to whom he/she is assigned in packing and/or unpacking materials on one of the days that the teacher elects to complete the packing and/or unpacking. The principal may elect to use additional paraprofessionals assigned to a teacher and additional days allotted to paraprofessionals in this Memorandum of Understanding to assist in packing/unpacking of materials for other teachers at the school.

FOR THE BOARD OF EDUCATION: Daniel Burns & Jan Kilbride

FOR THE UNION: Francine Lawrence

Date: 6/29/06

APPENDIX F
ANNUAL PARAPROFESSIONAL EVALUATION

Name: _____ Location: _____
 Job Title: _____ Date: _____

*Evaluation must be submitted to Employee Services by:
 April 1

Employees who work under the direct supervision of a teacher or teachers, are evaluated separately by the principal and teacher. Check the box following the characteristic which best describes the employee.

Exceeds/Meets/Refinement	E	M	R
<i>Personal Characteristics</i>			
A. Punctuality			
B. Positive Interaction with students			
C. Positive Interaction with adults			
D. Personal Appearance			
<i>Attitudes</i>			
A. Responds positively to supervision			
B. Demonstrates professionalism in the classroom.			
C. Adheres to classroom rules and procedures.			
<i>Performance Responsibility</i>			
A. Performs clerical duties associated with the assessing the progress of the children in class, at the direction of the teacher.			
B. Prepares instructional materials in accordance with the directions of the teacher. (i.e. copies, student materials, visuals, etc)			
C. Supervises the care and/or safe storage of school and/or program equipment.			
D. <u>Upholds classroom rules and expectations</u> with students.			

Comments (Teacher): _____
 Comments (Principal): _____
 Comments (Paraprofessional): _____
 Principal Signature _____
 Teacher Signature _____

This is to certify that I have read the above evaluation and have discussed it with the person responsible for this report. *It does not mean that I necessarily agree with it. Refusal to sign this document will not invalidate this report.*

Paraprofessional Signature _____

