

TOLEDO ASSOCIATION OF
ADMINISTRATIVE PERSONNEL

CONTRACT



TIPS
PROUD
Toledo Public Schools

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A Statement from the Superintendent and CEO

Dear Colleagues:

The vision of Toledo Public Schools 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. Before negotiations began, the administration and leaders from the Toledo Association of Administrative Personnel (TAAP) agreed to an interest-based bargaining approach to this round of contract talks. The process required a commitment from both sides to identify common issues and to work collaboratively to reach a mutual agreement. In the end, these efforts were successful. To demonstrate our commitment to collaborative work, both sides have agreed to the continuation of a Labor Management Committee which reviews and examines a number of academic and classroom-based matters. This current contract should be looked upon as another tool that allows Toledo Public Schools to retain and recruit the best possible administrators 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 working together to write the next chapter of the district's history and reinforcing the positive impact of public education on our students and the community as a whole.

Thank you all for being TPS Proud!

Sincerely,

Dr. Romules Durant
CEO/Superintendent

A Statement from the President of TAAP

This is your first completely updated TAAP CBA book since 2011. We have had a few short term contracts and few updates until this recent round of negotiations. The 2017 negotiations were a result of hard work, trust, and dedication between your TAAP negotiation team and the district. Much of this contract is a direct result of building relationships and an understanding between TAAP and The Board. Only through sitting down and spending several months discussing, working-through and planning does such a trust form. TAAP and The Board agreed to an Interest Based Bargaining process in which we discussed issues and worked to resolve them instead of trying to get the other party to agree to isolated perspectives. You can only have true collaboration when you are equal from the start and build based off of issues. This is the win/win they speak of in negotiations. This is not to say that every day of negotiations was sunshine and roses as there were some tough discussions on both sides at times. But in the end, the differences were discussed and resolved, and the result is what you see on the following pages.

The major change this year was obviously our pay structure from a numbered class system based on position to a pay band score system based on a systematic scoring rubric process. Along with this new pay band system we also rolled in longevity, hourly pay, and job specific supplementals. The end result is a more comprehensive salary grid for all. This is spread out over the three (3) year length of the contract. We also moved from four (4) pay steps to ten (10) pay steps with an entry level. Overall, the direct result is higher starting salaries across the board and recognition of pay based on the position rather than longevity.

There are many other unique changes in this three (3) year contract like the new APP board process, the updated TAAP Steering Committee makeup, the professional work day, and many others. Finally, we went through the contract page by page and added the new language from this year's negotiations as well as all of the negotiations over the past seven years. This new contract book is therefore completely up to date.

I, Emilio Ramirez, your TAAP President along with this year's negotiators John Welch, Vice President of TAAP and Trent Leedy, Trustee who were by my side at the table, believe this contract sets us apart from other districts and are proud to present it to you. This has been a long time coming and we hope you see this as we do: a chance to be recognized as professionals and compensated as such.

Respectfully,

Emilio Ramirez

PREAMBLE

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

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

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

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

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

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

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

WHEREAS, the parties' July 1, 2016 to June 30, 2019 agreement reflects the many changes resulting from the transition to a K-8 system. The Memorandums of Understanding attached are integral parts of this Agreement and supersede any inconsistent provisions herein.

ARTICLE I – DEFINITION: RECOGNITION

A. Definitions

The following terms used herein shall have the following meanings:

1. Whenever the term “Board” is used, it is to include the Toledo Board of Education or its designated represen-

tatives.

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

B. Recognition

1. The Board of Education recognizes the Toledo Association of Administrative Personnel UAW Local 5242 as sole and exclusive bargaining agent for all matrix personnel which shall include any employee of the Toledo Public Schools who is placed on the salary matrix, all matrix personnel night/summer school, all matrix personnel in acting assignments, all matrix personnel working under outside or shared jurisdiction including any of the above funded by the Board but working in parochial or private schools. Such personnel shall be represented solely by TAAP in all matters of salary, fringe benefits, and all other conditions of employment. In the event there is a position title change of any job class in the bargaining unit or if a position in the bargaining unit is reclassified, said position shall remain part of the bargaining unit. Employees in the following positions (or equivalent positions) are excluded from any bargaining unit and are not covered

by any collective bargaining agreement:

- a. superintendent/CEO
- b. deputy superintendent
- c. transformational leader k-12 education
- d. executive transformational leader of business operations
- e. treasurer
- f. administrative assistant(s)
- g. executive transformational leader of curriculum and instruction
- h. assistant to the treasurer
- i. transformational leader of process and information
- j. transformational leader of human resources
- k. transformational leader of early childhood education
- l. board legal council

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

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

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

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

Board's committee.

13. Matrix persons shall be granted released time for participation in TAAP related professional activities and conferences. Applicable policy on professional leaves will apply in granting released time as determined by the Superintendent or his/her designee.
14. All meetings involving TAAP members shall be coordinated through a single office designated by the Superintendent. Every attempt will be made to avoid meetings during the first two (2) weeks and last three (3) weeks of the school year.
15. The Toledo Association of Administrative Personnel will be represented by its president or his/her designee, in the establishment of school year calendars.
16. The Board agrees not to adopt any other policies that would in any way negate or change the policies set forth herein.
17. The terms of this agreement shall not apply where inconsistent with constitutional, statutory, or other legal provisions. If any provision of this agreement is found to be contrary to law by the Supreme Court of the United States, or by any court of competent jurisdiction from whose judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be modified forthwith by the parties hereto to the extent necessary to conform thereto. In such case, all other provisions of the agreement shall remain in effect.
18. Only the selection process defined in this agreement or in the existing TFT agreement shall be used in the selection of matrix personnel. Further modification of the selection process for matrix personnel shall occur only as the result of agreement between the Board and TAAP.
19. Any provision of this TAAP agreement may be amended through written agreement between the Board and the president of TAAP.
20. Implementation of the provisions of this Agreement shall be the mutual responsibility of the Superintendent and his/her cabinet and the members of TAAP.
21. Except by mutual agreement, during negotiations with TAAP, the Board's negotiating team shall not include members of the TAAP bargaining unit.
22. It is agreed that in the event that implementation of recess, as directed by the Board in its Resolution adopted in May, 1987, should affect the terms and conditions of employment of TAAP members, the parties shall resolve same by agreement.

C . Payroll Deduction - Agency Shop

1. Payroll deduction of fair share fees/dues for TAAP shall be made in twenty-six (26) equal amounts beginning with the first pay period of August through July. The deduction of this fee by the Board shall not require written authorization from the individuals who choose agency status. The Board shall supply to TAAP a monthly list of those members who pay their dues by payroll deduction. Retirees serving in an acting or special matrix capacity shall have one and one-half percent (1 1/2%) of their earnings deducted not to exceed the applicable agency fee.
2. All members of the bargaining unit who choose not to become members of TAAP shall pay an agency (fair share) fee to TAAP. This fair share fee shall be subject to Ohio Revised Code (O.R.C.) 4117.09 (c) and shall be a condition of employment. The fair share shall not exceed ninety-five percent (95%) of the membership dues. Administration of the fair share fee shall be subject to O.R.C. 4117.09 (c).
3. If the Board is held to be responsible for the repayment of moneys paid to TAAP pursuant to this fair share agreement, TAAP, to the extent of those funds actually received, shall reimburse same to the Board and/or the designed bargaining unit employees involved.
4. The Board and TAAP agree that pursuant to the authority of Sec. 4117.10 O.R.C., they will exercise their legal rights to seek recovery of court and legal costs incurred when they are required to defend their rights under this section of Article I, or under O.R.C. 4117.09 (c).
5. The Board shall provide TAAP with a list of new matrix persons, matrix persons returning from leaves of absence, and separations on a timely basis.
6. Payroll deduction shall begin the next scheduled payroll deduction period after receipt of the card for members as well as for agency fee payers.
7. TAAP shall also have the right to payroll deduction for the use of the TPS Credit Union, the purchase of savings bonds, insurance, annuities, or any other deduction mutually agreed to by TAAP and the Board.
8. Direct Deposit shall be mandatory for all employees effective the first paycheck of the 2008/2009 school year. All remittances, payroll notices, etc., may be sent electronically.
9. The Treasurer of the Toledo Public Schools may charge a fee for the processing of court orders, with

the exception of child support, and non-sufficient fund checks written by employees. These fees will not exceed the maximum fee allowable by law.

D. Fair Practices

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

E. V CAP

1. The employer shall deduct the amount checked off from each employee who has completed voluntary "Authorization for Assignment & Checkoff of Contributions to UAW V-CAP" form and submitted it to the employer.
2. The amount shall be deducted each month such authorization remains in effect. The employer and the union agree that signing of this authorization is voluntary and making payments to UAW V-CAP is not a condition of membership of the UAW, nor employment with the employer.
3. The employer shall remit the sums collected at the same time the regular monthly union dues are remitted. At the time of remittance of such deductions to the Financial Secretary of the local union, the employer will also submit a list of employees for whom the deductions have been made, together with the respective amount each employee on the list has contributed.
4. The union shall indemnify the employer and hold it harmless against any liability, loss or claims of damages resulting from the payment to the union of any sums deducted under this article pursuant to the instructions of the union. Any refunds shall be made by the local union and not the employer.

ARTICLE II – GRIEVANCE PROCEDURES

A. Definition

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

1. There is a violation, misinterpretation, or misapplication of these agreements or of established policy or practice.
2. The health or safety of a TAAP member or members is jeopardized by conditions that can reasonably be corrected.
3. There exists as a result of grievance hearings in the opinion of TAAP, a misinterpretation or misapplication of the provisions of other employee agreements as they apply to a matrix person's ability to perform his/her duties.
4. There is a complaint alleging discrimination prohibited by Section 504 of the Rehabilitation Act of 1973, as amended and of Title IX of the Education Amendments of 1972.

B. Grievance Procedure

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

1. Informal Procedure

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

2. Formal Procedure - Step 1

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

3. Formal Procedure - Step 2

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

C. Arbitration

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

1. Notice of intention to submit to arbitration must be in writing addressed to the Superintendent, with twenty (20) school days after receipt of the decision at Step 2. The notice must include a written statement setting forth the issue to be decided including specific violations and the remedy requested.
2. Within sixty (60) days from the date of notification of the intention to arbitrate, the arbitration hearing shall take place unless the mutually agreed upon arbitrator requests an extension of this time due to scheduling problems. If either TAAP or the Superintendent cannot agree on an arbitrator, the parties shall re-request a panel of nine (9) arbitrators from which they shall select one by alternately striking. They shall request the list from the Federal Mediation and Conciliation Service.
3. The arbitrator selected shall hear only one grievance in each case. He/she shall be bound by and in compliance with all terms of this agreement unless they are contrary to law. He/she shall have no power to add to, delete from, or modify in any way the provisions of this agreement. The arbitrator shall issue his/her decision, which shall be final and binding thirty (30) days from the date he/she declares the hearing closed.
4. The cost of the arbitrator shall be shared equally by the parties involved hereto.

D. General Provisions

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

mutually convenient to the participants. When a conference or hearing is scheduled during the school or office hours, all participants shall be excused from their regular duties without loss of pay.

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

E. TFT-AFSCME Grievance Administration

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

**ARTICLE III –
MATRIX APPOINTMENT PROCEDURE**

A. Matrix Job Announcements

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

B. Matrix Application Procedure

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

C. Matrix Selection Process

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

D. Matrix Salary Determination

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

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

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

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

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

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

ARTICLE IV – MATRIX REVIEW

A. Matrix Review Committee

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

B. Matrix Review Guidelines

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

ARTICLE V – OUTSIDE CONTRACTING

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

ARTICLE VI – THE LEADERSHIP MODEL

A. Matrix Evaluations

1. The evaluation system used by the Toledo Public Schools to evaluate matrix persons is included as a component in the Toledo Public Schools Leadership Model.
2. No modification of the Toledo Public Schools Leadership Model shall take place unless it is mutually reviewed and approved by TAAP and the Superintendent or his/her designee.
3. Toledo Public Schools Leadership Model shall be available on-line to all matrix persons.
4. The TAAP President or his/her designee shall participate in all in-service planning and in-service sessions as they apply to the Toledo Public Schools Leadership Model or the implementation of said system.
5. An annual in-service shall be provided for all matrix personnel. Attendance at the annual in-service will be required. The purpose of this in-service shall be to thoroughly familiarize all matrix persons with the evaluation process.
6. Matrix persons will be evaluated only by the person to whom they report unless otherwise set forth in the Leadership Model.
7. Matrix personnel shall have the right to submit in writing any additions to or comments regarding a written evaluation completed by his/her evaluator. Such responses by the person being evaluated shall become part of the evaluation record.
8. The Human Resources Office will notify TAAP in writing, on or before March 1 of those matrix persons who are being recommended for non-renewal of their matrix contract. Beginning 2018-2019, the Human Resources Office will notify TAAP in writing, on or before May 30.
9. The only evaluation instrument that may be placed in a matrix person's personnel file is the official evaluation which is contained in the Leadership Model.

B. The Peer Mentor Program

1. The Peer Mentor Program included as a component

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

C. The Intervention Program

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

D. The Leadership Incentive Program

(See Leadership Model)

E. Urban Leadership Development Program

(See Leadership Model) The purpose of the Urban Leadership Development Program is the preparation of exemplary leaders for urban schools. Entrance into the program carries with it a requirement of a commitment on the part of the individuals selected to participate in a cohort. Partnering urban administrative aspirants with practicing administrators in an interactive problem-based environment will allow the participants to understand the potency of collaboration and professional collegueship in their efforts to continuously improve urban schools. This required certified program will allow current administrators (beginning with principals) to renew their certificates, work toward advanced degrees, and acquire the specific school improvement skills necessary to excel in the urban setting. The Urban Leadership Development Program is defined in the Leadership Model.

ARTICLE VII – MATRIX CONTRACTS

A. Renewal

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

B. Issuance of Matrix Contracts and Salary Notices

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

C. Length of Matrix Contracts

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

1. A provisional employee is an administrator working under a one (1) year contract.
2. One (1) Year Contracts: All provisional employees may be granted two (2) one (1) year contracts. After successful completion of this provisional period they will be granted a three (3) year contract.
3. Provisional employees who receive their first one (1) year contract between January 1 and August 1 will be granted a third (3rd) one (1) year contract. A third (3rd) one (1) year contract. After successful completion of this provisional period they will be granted a three (3) year contract.
4. Two (2) Year Contracts: A two (2) year contract will be issued to matrix persons who are promoted to higher positions. A two (2) year contract may be issued to an individual outside the system who has been appointed to a matrix position, if he/she has had more than one (1) year experience as an administrator in a similar. A two (2) year contract shall be renewable as a three (3) year contract at the end of the second (2nd) year if it is determined by the evaluation that the individual has successfully completed the two (2) year contract.
5. Three (3) Year Contracts: Those Matrix persons currently on a three (3) year contract who successfully complete their current three (3) year contract will be granted a three (3) year contract renewal. For matrix person(s) to be non-renewed, the matrix person must be on an "Improvement Plan" on or before December 22 of the final year of the contract and referred to intervention through the Administrative Performance Program. Matrix persons in intervention at the conclusion of a 3 year contract on June 1st will be granted only a 1 year contract.

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

D. Non-Renewal of a Matrix Contract

If it is the intention of the Superintendent not to recommend, or the Board not to renew, a matrix person(s) contract(s), the matrix person shall have the right to appeal (prior to any action of the Board) to the Board in executive session with TAAP representation, if desired, and shall retain those rights of action provided for in Article VII-E, herein. If a matrix person(s) is referred to the Administrative Performance Program (APP), and the board reaches a supermajority vote to non-renew the matrix person(s) contract (6 out of 8, or 8 out of 10) then the matrix person(s) do not have those rights in Article VII-E, herein.

E. Termination of a Matrix Contract

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

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

of this contract. The decision of the arbitrator shall be final and binding on the Board, the matrix person, and TAAP.

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

2. Failure to Timely Renew an Administrative License

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

F. Demotion/Uniform Reduction Plan

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

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

In such case, his/her salary during the first (1st) contract year of such assignment shall not be lower than his/her stated contract salary. During the remaining term of such matrix person's contract, his/her salary shall be the salary normally assigned to the job actually performed. This section shall not be construed to prevent a reduction in salary where a matrix person is demoted, for cause is assigned to a teaching or other position after the expiration of the matrix person's contract, nor shall it cancel the rights of appeal in Article VII, D, 1-2.

G. General Provisions

This article shall not apply to suspension of contracts under Section 3319.17 of the Ohio Revised Code or to

a layoff if the matrix person is not covered by O.R.C.
3319.17.

ARTICLE VIII – EXTENDED TIME/SUPPLEMENTAL CONTRACTS

A. Extended Time

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

B. Extended Time - Work Day

1. Definition - Work Day
 - a. The normal work day for building (school) matrix persons and other matrix person e.g. psychologists, elementary counselors, etc./administrative offices assigned to schools shall be defined as beginning one-half (1/2) hour before the regular starting time for students and ending one-half (1/2) hour after the regular dismissal time for students at the facility to which they are assigned on any given day pursuant to their schedule. This definition is not intended to alter the ability of the principal to make work hours flexible for matrix persons.
 - b. The normal work day for central office (non-school) matrix persons, and other matrix persons assigned to satellite offices not located in schools, shall be defined as eight and one-half (8 1/2) hours per day beginning at 8:00 a.m. and ending at 4:30 p.m. with one (1) hour provided for lunch as determined by the work schedule. On any of the days listed below the work day shall be defined as eight (8) hours beginning at 8:00 a.m. and ending at 4:00 p.m. with the one (1) hour lunch period included.

Winter Break

Spring Break

Summer Break

- c. It is recognized that TAAP employees are “ex-empt” employees per ORC and have obligations that may modify/transcend the work day.
- 2. Extensions of the Work Day
 - a. Extensions of the work day for building (school) when students are to be present for regular coursework which are mandated by the appropriate assistant superintendent shall be compensated in a manner agreed upon by TAAP and the Superintendent or his/her designee.
 - b. Job duties and/or responsibilities that are determined to be part of a matrix person’s job description and/or responsibility shall not qualify for extension of the work day compensation.

C. Supplemental Time

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

ARTICLE IX – ACTING ASSIGNMENTS

A. Definition

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

B. Acting Assignment Guidelines

- 1. Acting assignments in vacant positions will be made for a period not to exceed four (4) months except by mutual agreement between the Superintendent and the TAAP President.
- 2. A person on acting assignment shall be compensated for an additional (1) hour per day at the TAAP

negotiated hourly rate for every day spent in an acting assignment beginning with the first (1st) day for: an elementary principal in a single administrator building; other single principal buildings in early college high school; pupil personnel supervisor, and, high school deans. All other acting assignments will receive acting assignment pay beginning with the third (3rd) consecutive day in the same assignment; or, the third (3rd) cumulative day spent in various assignments. Acting assignment pay includes any holiday which occurs during his/her acting assignment.

3. A matrix person assuming the acting responsibilities of a matrix person temporarily vacant because of the illness of the matrix person holding the job shall continue in that acting assignment and shall be paid on an acting basis until the matrix person who holds the job returns full time to the position, subject to the approval of the Superintendent or his/her designee.
4. A matrix person, or a non-matrix person in an acting assignment for a month shall be evaluated in the assignment by his/her appropriate division head or his/her designee. This evaluation is to be completed using the Acting Matrix Assignment Evaluation Form (see Appendix B) and forwarded to the appropriate Assistant Superintendent. It is understood that this Acting Assignment Evaluation Form shall be used to assign experience points for the Matrix Screening Procedure.
5. The fact that a matrix person, or non-matrix person, has been placed in an acting assignment shall not be interpreted by that matrix person or non-matrix person as a guarantee that he/she will receive that job when it is filled.
6. Anyone placed in an acting assignment must have proper certification and/or qualifications. Proper certification and/or qualifications are the certification and/or qualifications required by the job description. ULDP Cohort members placed in acting assistant principal positions shall be called administrative assistants unless they possess proper certification.
7. Once a position has been advertised the administration will refrain from rotating staff or changing staff already acting in the position being advertised except for an emergency or for cause. If either exception should occur a person will be selected to fill the acting assignment who is not an applicant for the vacant position.
8. If a special situation should occur, ie. absence of a

Pupil Personnel Center Supervisor when critical hearings are scheduled, the person in charge of Human Resources will discuss the special circumstances with the TAAP President prior to making any assignment.

Acting Assignment Eligibility List

1. An “acting assignment” request form will be emailed to every current matrix person. Matrix persons who are properly certified/qualified and willing to act will fill it out and return it to the Human Resources Office.
2. An Acting Assignment Eligibility List will be constructed by certification and/or qualifications. This list will include eligible ULDP Cohort members, and available retirees.
3. ULDP Cohort members will not be used in acting assignments during their initial year in the ULDP Cohort Program, unless there is a “need” of administrators in the district. TAAP and the Board will meet to discuss the need of the Cohort members being placed in an acting assignment the initial year. After the first (1st) year, ULDP Cohort members will be allowed to act only in those assignments lasting longer than one (1) week unless, it is considered to be an emergency, as determined by Human Resources. ULDP Cohort members will be given credit toward their field experience if approved by the partnering university.
4. If a person refuses an acting assignment he/she will be eliminated from the list.
5. The Acting Assignment Eligibility List will be used to fill those acting assignments not addressed in Article IX-D.
6. When circumstances require utilization of the Acting Assignment Eligibility List the Human Resources Department will notify the appropriate Cabinet person or the appropriate matrix position of the names from the list for his/her selection. An external candidate may be considered and appointed when a qualified candidate, as determined with the Chief Human Resource Officer consulting with TAAP, is not readily available.

C. Implementing a Temporary Suspension of Filling Matrix Vacancies

1. When it is understood that a projected deficit within the Toledo Public Schools makes it likely that matrix positions will have to be reduced, the following process will be implemented to preserve open matrix positions as options for displaced matrix persons to

select:

- After March 1st all matrix vacancies will be filled on an acting basis
- TAAP will waive the prescribed acting assignment guidelines until the Matrix Reassignment Process has been completed
- Matrix transfers can be granted provided that the lateral transfer granted opens a usable vacant matrix position
- Matrix positions remaining vacant after completion of the Matrix Reassignment Process will be advertised in accordance with the Matrix Appointment Procedures
- Operational Exceptions can be made after discussions with the TAAP President

D. Filling Acting Matrix Assignments

Elementary Schools

1. If an Elementary School has an Assistant Principal; the Assistant Principal will automatically be assigned to be Acting Principal, whenever the Principal is absent provided he/she has a current evaluation that is rated higher than ineffective. This language applies to acting assignments that begin during the school year, defined as the first day students report and/or prior to the last workday for principals.

High Schools

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

High School Deans

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

E. Acting Pay – AFSCME into a TAAP Position

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

1. When the acting TAAP assignment will result in the loss of overtime hours that would have been worked

in the AFSCME position, the AFSCME person will be paid the current TAAP hourly rate of pay for one (1) hour per day, plus his/her regular AFSCME hourly rate of pay, plus the overtime he/she would have earned at the AFSCME rate of pay in the AFSCME assignment he/she left for the period of time he/she was in the acting assignment.

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

ARTICLE X – MATRIX TRANSFERS

A. Lateral Transfers

1. All matrix persons shall have the right to request a lateral transfer at any time.
2. Requests for lateral transfer shall be made in writing to the Human Resources Office and to TAAP and must be renewed annually.
3. The Human Resources Office shall compile a list of matrix persons requesting a lateral transfer by matrix classification according to matrix seniority. A copy of this list shall be sent to the TAAP President.
4. Consideration shall be given to each request, based on the matrix person's qualifications, certification, appropriate assignment available, and the needs within the district, which shall include state and federal Regulations including Title IX and Civil Rights Legislation.
5. The decision to approve or disapprove a transfer request rests with the Superintendent or his/her designee, however, he/she shall consult with the TAAP President.
6. The status of a lateral transfer request shall be communicated to the matrix person by the Human Re-

sources Office, if requested by said matrix person.

7. Once a matrix request for transfer has been approved, the matrix person requesting the transfer shall be allowed to transfer based on matrix seniority, ahead of any displaced, or newly appointed matrix persons, subject to state and federal regulations, including Title IX or Civil Rights Legislation.
8. Changes of assignment shall take place before the beginning of a school year or semester when possible.
9. The Superintendent's designee shall meet with the TAAP President whenever transfer requests are being considered in order to make appropriate recommendations.

B. Classroom Transfers

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

C. General Provisions

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

ARTICLE XI – MATRIX SENIORITY

- A.** Matrix seniority shall begin to accrue on the effective date of a person's first matrix appointment as approved by the Board.
- B.** Matrix seniority will be maintained continuously while the matrix person holds a valid matrix contractual relationship with the Board even if the matrix person should be on leave. Acceptance by the Board of a recommendation for a matrix position is considered a valid contractual relationship.
- C.** If a matrix person resigns his/her employment and subsequently returns as an employee of the Board, previous

seniority will be lost.

- D. If a matrix person resigns his/her matrix position to accept a transfer to a teaching position, or an AFSCME position, previous matrix seniority shall be lost.
- E. If a matrix person is displaced from the matrix by the negotiated reassignment procedure, his/her matrix seniority will be credited from the point of displacement and will continue as though it were not interrupted when the matrix person is returned to the matrix.
- F. All former members of the TAAP bargaining unit, who are promoted to an excluded position can return to the TAAP bargaining unit at the same matrix pay band they left from with the seniority they earned during the time they were part of the TAAP bargaining unit, plus seniority which shall continue to accrue while they are in the excluded position. Excluded employees not former members of the TAAP bargaining unit shall accrue matrix seniority only while in an excluded position, except as required by the Ohio Revised Code. All excluded employees can be placed in the TAAP bargaining unit either through acceptance of a vacancy or through bumping subject to the provision of the reassignment procedure.

ARTICLE XII – MATRIX REASSIGNMENT

A. Application

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

B. General Provisions

- 1. Matrix seniority shall be the sole determining factor in implementing the “bumping option” of the matrix reassignment procedure assuming that both factors listed below are relatively equal:
 - a. certification/qualifications
 - b. ability to perform
- 2. All persons in acting assignments shall return to their previous assignments before any displacements occur.

3. All displacements shall take place at the same time to the extent consistent with efficient operation.
4. A seniority list of displaced matrix persons shall be established with the most senior matrix person at the top of the list and the least senior matrix person at the bottom. This shall be the order for implementing the options as defined in the reassignment procedure.
5. When more than one slot is created by displacements, the displaced matrix person on the seniority list with the most matrix seniority shall have a choice from the available slots for which he/she is qualified/certificated in his/her particular pay band, subject to the approval of the Superintendent or his/her designee.
6. In cases of tied matrix seniority, the matrix person with the greater system seniority shall be considered to have the greater seniority.
7. If there is tied system seniority, the tie shall be broken by a flip of a coin in the presence of the affected matrix persons and an authorized TAAP representative.
8. When a matrix person bumps into a matrix position which requires working a different work year, the matrix person will work the number of days required by the new position.
9. All options must be exercised, otherwise they will be lost.
10. TAAP shall monitor directly the application of the seniority provisions, the general provisions and the reassignment procedures.

C. Matrix Reassignment Procedure

1. When a matrix position (other than Principal) is eliminated, the person holding that position shall be assigned by the superintendent or his/her designee to an existing vacancy within his/her pay band. If no assignment is made then the person shall be allowed to:
 - a. accept any vacancy that exists provided it is in the same pay band and provided that he/she has proper certification/qualifications and ability to perform, subject to the approval of the superintendent or his/her designee, or
 - b. If there are no available vacancies, the person holding that position shall bump sequentially the least senior person in any position at his/her pay band, or to bump sequentially the least senior person in the next pay band below and so

on, provided that he/she has proper certification/qualifications and ability to perform and provided that he/she has greater matrix seniority than the person he/she is bumping.

2. When a principal position is eliminated the person holding that position shall be assigned by the superintendent or his/her designee to an existing vacancy within his/her pay band. If no assignment is made, then that displaced principal shall be required to:
 - a. pick a vacant principalship at his/her pay band or below provided there are enough vacant principalships to accommodate the number of principals displaced, subject to the approval of the superintendent or his/her designee.
 - b. if there are not enough principalships available to accommodate the number of principals displaced follow C-1-a-b above
 - c. exercise super seniority rights earned as a result of achieving the requirements of the Leadership Incentive Program If a principal is required to select a vacant principalship (in C-2-a) below his/her current matrix classification he/she will retain his/her salary (including subsequent improvements) from his/her previously held position for as long as he/she remains displaced. If/when a principalship becomes available at the class he/she left he/she will be allowed to return to that pay band in order of seniority. If he/she refuses the right to return his/her salary will be adjusted to reflect the current matrix pay band.
3. A matrix person bumped under this procedure shall be considered to be displaced and shall be reassigned pursuant to the procedures established above.
4. Matrix persons for whom there exists no matrix assignment shall return to the classroom under the provisions of Article X-B-1, or, to the non-teaching unit under the provisions of Article X-C-1.
5. Matrix persons displaced under C-1-a-b, or C-2-a-b, will be placed on a matrix recall list and shall be offered the right to return to the matrix and/or their original matrix pay band with the person possessing the greatest matrix seniority having the first choice of any vacant or newly created matrix position provided it is in the same pay band or lower as the one vacated by the person on the recall list provided that the person is properly certified/qualified.
6. Any positions which become available at a pay band higher than any previously held by a matrix person

on the recall list will be advertised and must be filled by someone currently on the matrix or someone on the recall list provided there is proper certification/qualification. Any matrix person on the recall list who wishes to be considered for a position as described above must apply for it.

ARTICLE XIII – MATRIX DISCIPLINE

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

A. Due Process Provisions

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

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

B. Progressive Discipline

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

C. Three (3) Step Process

1. Step 1: Informal Level
 - a. An administrator desiring to informally discuss a specific matter of concern which may lead to a continuing disciplinary investigation with the matrix

- person under his/her supervision, shall upon consultation with his/her supervisor, notify the matrix person and TAAP in writing on prescribed forms (see Appendix A) of the conduct or action in question, the date, time, and place of the meeting requested, and the right of the matrix person to have an authorized representative of TAAP present.
- b. A TAAP representative shall be permitted to be present.
 - c. Every effort should be made to resolve the matter in question at the informal level.
 - d. If the matter is resolvable then a record of the meeting along with the prescribed resolution of the matter shall be submitted to the matrix person's personnel file or record in accordance with Article XV of the TAAP agreement.
2. Step 2: Continuing Disciplinary Investigation
- a. If the matter in question is not resolved, or cannot be resolved at Step 1, or in the case of a serious matter, the supervising administrator, or TAAP, may, within ten (10) days from his/her knowledge of the serious matter, or within five (5) workdays from the date of the informal meeting held at Step 1, submit a written request for a continuing disciplinary investigation to the Personnel Office. Such requests shall conform with all provisions of this Article.
 - b. A TAAP representative shall be permitted to be present.
3. Step 3: Continuing Disciplinary Investigation Report
- a. The appointed designee of the Human Resources Office shall be empowered to hear testimony, examine witnesses, and review all relevant material pertaining to the continuing disciplinary investigation, for the purpose of issuing a report to the Superintendent, or his/her designee, for his/her decision/recommendation. The administration will make all efforts to keep the Continuing Disciplinary Investigation Report confidential until the Superintendent or his/her designee has rendered a decision, or recommended action to the Board of Education.
 - b. The Superintendent or his/her designee shall render a decision or recommend action to the Board of Education.
 - c. A copy of the decision, issued by the Superintendent or his/her designee or by the Board of Education shall be placed in the matrix person's file subject to Article XV.

- d. Copies of the decision shall be sent to all parties concerned. If the decision is appealed by the matrix employee or TAAP, the appeal shall follow the procedures as outlined herein.
- e. The matrix person has the right to submit a written response which shall be attached to the decision.
- f. A decision to terminate an STRS matrix person shall conform to Article VII, E, herein.
- g. Prior to changing the status of a matrix person who has been suspended with pay pending a continuing disciplinary investigation, the matrix person shall be given the opportunity to meet with the Superintendent or his/her designee, and the TAAP President, or his/her designee, to discuss the recommended change in pay status.
- h. If the matrix person fails to attend, action may be taken in his/her absence.
- i. In accordance with Article VII-E of the TAAP Agreement, TAAP reserves the right to accept a decision of the hearing officer as final and binding and in that case further appeals by the matrix person through the grievance procedure or to arbitration are not permitted. This right applies to warnings and suspensions as well as terminations and non-renewals.

ARTICLE XIV – COMPLAINTS AGAINST MATRIX PERSONNEL

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

ARTICLE XV – PERSONNEL FILES

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

- A. After a matrix person is employed, no material concerning his/her conduct, service, character or personal-

ity shall be placed in the file unless he/she is permitted to read the material. The matrix person shall acknowledge that he/she has read such materials by affixing his/her signature and the date on the actual copy to be filed with the understanding that such signature merely signifies that he/she has read the material to be filed and does not necessarily indicate agreement with its content. If the matrix person refuses to sign, a dated note to that effect will be attached to the material. However, an incident which has not been reduced to writing by the superintendent's designee within three (3) months of the knowledge of its occurrence by the district representative may not be added to the file later.

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

file.

- G. No other files containing charges, complaints, evaluations, comments, or accusations against matrix persons shall be maintained by any other office in the school district with the exception of the Employee Assistance Program and the Civil Rights Affirmative Action File and grievance files.
- H. Whenever a request is made by someone outside the school district and/or outside the scope of their duties, to review an employee's personnel file, the employee and the TAAP President will be notified. The employee and the TAAP President will also be notified what materials if any were copied.
- I. Under no circumstances will any TFT evaluation of any matrix person be placed in their file. Only evaluations authorized pursuant to this agreement shall be placed in the employee's personnel file.

ARTICLE XVI – SYSTEM MANAGEMENT

A. Closing School

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

B. School Delays

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

C. Acting Assignments on Inclement Weather Days

Matrix persons serving in an acting assignment will be paid for any inclement weather day that he/she was scheduled to work should that person have worked the

day prior and the day after that inclement weather day; or if the inclement weather day would be the third (3rd) consecutive/cumulative acting day as outlined in IX-B-2.

D. School Mail

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

E. Teacher Transfers and Assignments

1. The posting of teaching assignments for new hires and/or transfers will identify current building reform models/efforts, i.e. Direct Instruction, success For All, looping, block scheduling, clustering, SDOs, Small Schools, Gender Academies, and/or inclusion, etc. New hires and/or teacher transfer applicants are expected to fully participate in building reform models/efforts as posted.
2. a. The principal shall interview his/her potential hires, unless after reasonable attempts to contact him/her, he/she is not available. Once the interview has been completed, the principal will notify the Human Resources Office identifying his/her top two (2) choices. The Human Resource Office will honor the principal's selection, unless specific licensure requirements and/or limited selectees preclude honoring the principal's preference. This language does not preclude specific contractual language governing special schools/academies.
b. The Toledo Public Schools (TPS) and the Toledo Association of Administrative Personnel (TAAP) agree that if language is developed for the New Hire Screening Project it shall be administered by the TPS Administration and developed with equal representation of TAAP and the Toledo Federation of Teachers (TFT) and the TPS Board. The Committee will determine the success of the project and determine if it should be continued or expanded, and agree to the guidelines of the project. TPS Board of Education has final decision if the program is continued, expanded, changed or dissolved.
3. No Board employee shall be transferred or reassigned without consulting the receiving supervisor if he/she has been evaluated as unsatisfactory on his/her most recent evaluation report.
4. The principal, after consultation with the assistant principal if he/she is involved, and the department director may make a request to the appropriate assistant

superintendent that an employee be transferred from the building for just cause.

5. When teacher transfer requests are granted, the Human Resources Office shall immediately notify the two (2) building principals concerned and the appropriate school improvement leader by phone, fax, and/or e-mail. This notification shall occur twenty-four (24) hours in advance whenever possible.

F. Student Teachers, Paraprofessionals and Other University Personnel

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

G. Secretarial

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

H. Legal Action

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

I. Liability Insurance

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

J. Collaborative School/Department Improvement Plan

Each school and department will establish collaborative improvement plans. The school improvement plans will be jointly developed by the building principal and building representative. These plans will include short term and long term goals and objectives, along with a plan of action and an evaluation process. Each department will also cooperatively develop their own short term and long term goals to improve their support operations. It is understood that these plans for non-site based management schools and/or departments will not be part of the evaluation process. An in-service meeting will be held for the principals, building representatives and appropriate department personnel to discuss the preparation of such plans. It is further understood that appropriate departmental support services shall be provided to the buildings as defined within the TAAP agreement to insure the achievement of the collaborative school improvement plans.

K. Extended Workday/Workweek for Foremen

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

prior approval of the Superintendent or his/her designee.

ARTICLE XVII – ADMINISTRATIVE RESPONSIBILITIES

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

building are required to report to the main office and sign in to inform the principal or his/her designee of their arrival in the building.

9. All persons (parents, agencies, union officials) reporting to the building are required to report to the main office and sign in to inform the principal or his/her designee of their arrival in the building.
10. Principals of elementary schools shall have the authority to determine the length of the lunch period.
11. Recess will be given daily beginning the second week of school through Nov 30, and March, through the end of the year provided recess monitors are in attendance.
12. The building operator shall provide the principal with a work schedule of each custodial employee assigned to the school.
13. The cafeteria manager shall provide the principal with a work schedule of each cafeteria worker.
14. The building principal, or his/her assistant shall have the authority to open his/her building.
15. The principal will have the authority to establish building policy upon consultation (this does not necessarily imply agreement) with the building committee. When specific Board policies and/or administrative regulations exist, building policies must be in conformance. When specific Board policy and/or administrative regulations do not exist, the building policy established will have the force of Board policy for purposes of enforcement.
16. The building principal shall notify the appropriate building people at the site (assistant principal, secretary, teacher-in-charge) if he/she is going to be out of his/her building for a short period of time on a school related matter.
17. Building policies established between one (1) principal consulting with his/her building committee do not automatically carry over when a new principal is appointed.
18. The Human Resources Office will notify all principals and directors who have supervisory duties, as soon as possible, in the fall and January, when members of their staff (teachers and matrix persons) must renew their license. However, the responsibility for renewing a license rests with the employee. (Forms to apply for licensure should be sent with the list(s)).
19. The building principal shall have the authority to assign rooms/working space within his/her building/facility to all employees of the Board as well as all persons working or volunteering in his/her building.

- These assignments may be modified by the Superintendent or designee upon consulting with TAAP.
20. With regards to building committee meetings, the building principal shall have the authority to:
 - a. mutually establish the building committee meeting agenda
 - b. designate an objective person to take the minutes
 - c. sign-off on the minutes taken by the designated note taker
 - d. determine which matrix staff, if any, he/she needs in attendance as resource people at building committee meetings.
 21. The building principal shall have the authority to require and check lesson plans in accordance with the teacher contract.
 22. The building principal is the District's representative to assure that teachers are utilizing District Pacing Guides and District Adopted Textbooks.
 23. The building principal will have access to all teacher grade books.
 24. The building principal shall have the authority to reassign and/or redistribute class loads in accordance with the teacher contract.
 25. The building principal will report to his/her supervisor when he/she determines that an emergency in his/her building requires him/her to stay and not attend a mandatory meeting.
 26. Principals will not be required to pick-up bulk items from the administration building (i.e. tests, emergency medical forms etc.).
 27. The building principal or his/her designee shall have the authority to administer and recommend appointment; or, non-renewal of personnel to all school supplemental contracts, excluding those supplemental contracts that fall under the authority of the school athletic committee.
 28. The building principal will direct custodians, building operators, cafeteria workers, campus protection officers and miscellaneous laborers in the event of short term emergencies and/or immediate areas of concern such as: trash removal, event set-up/breakdown, control of ventilation/ heat, snow removal salt application, floor cleaning/mopping, restocking restroom supplies, body fluids clean up, relocation of classroom equipment, etc. Proposed long term adjustment of job duties will be discussed with area managers/foremen.
 29. If a building principal disagrees with the recommendation of an Intern Consultant regarding the employment

status of a teacher in his/her building the principal may request to testify in the Intern Board of Review Meeting.

30. Prior to submitting the Observation Form and/or presenting to the Intern Board of Review the principal will submit to the appropriate Transformational Leader of K 12 Education, his/her Summary Evaluation of review, revision, and presentation preparation.
31. The superintendent will consult with the TAAP president regarding the appointment of up to two (2) TAAP members to serve on the Intern Board of Review for a one (1) year term.
32. All employees shall report to either a matrix person or a cabinet person (except TFT funded person).

ARTICLE XVIII – STUDENT DISCIPLINE

A. Student Discipline Code

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

B. Responsibility

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

requires that an out-of-district permit be approved by the receiving principal, the appropriate director of the student assistant center and/or the appropriate Cabinet person.

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

C. Student Attendance Hearings

Whenever there exists a verifiable backlog of attendance hearing for students which cannot be accommodated by the current matrix staff at the pupil personnel centers during the normal business hours, the director, pupil placement can authorize the following procedures to be implemented:

- pupil personnel center supervisors will conduct as many hearings as possible utilizing extended year if needed and approved.
- if additional help is required to complete the attendance hearings the utilization of retired administrators will be discussed with the TAAP president.

D. Non-Attending Students

TAAP and the administration may annually plan and co-host an in-service for all secondary principals and matrix personnel that record and monitor student atten-

dance or conduct attendance hearings for both regular and special education students. Two (2) sessions may be held after the workday to accommodate the schedules of those attending. Every effort will be made to hold these sessions during the work day. The policies and procedures to be followed regarding the non-attendance of special education students can be found in the School Assistance Center Standard Operating Procedures Manual.

ARTICLE XIX – MATRIX INTERN PROGRAM

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

ARTICLE XX – MATRIX INSERVICE AND/OR MATRIX TRAINING PROPOSALS

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

1. District wide matrix in-service and/or all matrix training proposals developed by the Board will be presented to TAAP (through the TAAP Leadership Steering Committee) for its review and discussion before any implementation thereof. Such programs and training will be jointly agreed to, jointly planned, and jointly presented.
2. TAAP funds (funds specifically negotiated for; or, allocated to, jointly sponsored training programs such as the TAAP Leadership Program and the Urban Leadership Development Program (ULDP) will not be used for matrix in-service or training programs with which the TAAP Leadership Program Steering Committee does not agree.
3. Planning and/or input for matrix in-service and/or matrix training will be provided through the TAAP Leadership Program Steering Committee.
4. The Board shall honor its commitments, including funding commitments to the ULDP through a learning partnership signed by the appropriate university, the Board, and TAAP.
5. The Board and TAAP may engage in joint planning with representatives from any college for the purpose of establishing programs of mutual benefit so long as the engagement is approved by the TAAP Leadership Program Steering Committee and so long as the Board honors its commitment under paragraph four

- (4) above.
6. The TAAP Leadership Program Steering Committee will be recognized as the District-wide sponsor of matrix professional development.
 7. All TAAP professional development must be submitted to the TAAP Leadership Program Steering Committee for review. Leadership Academy approval is required prior to the professional development for all matrix persons. Further, professional development for teachers that may be beneficial for matrix personnel shall be open to matrix participation.
 8. Upon submission of completed/verified certificates the LPDC will validate and return contact hour certificates.
 9. TAAP Leadership Program Steering Committee will also be responsible for reviewing PGC proposals submitted by matrix persons and the Retirement Recognition Program.

B. TAAP Leadership Program

1. TAAP Leadership Steering Committee. The TAAP Leadership academy is an annual, thematic in-service/training academy for matrix persons designed to inform/educate them regarding “best practice” school/workplace reforms.
2. TAAP Leadership Steering Committee shall be governed by TAAP and the Board and chaired by the TAAP Leadership Program Director.
3. TAAP Leadership Program Budget. Effective August 1, 2008, the budget amount will be one hundred thousand dollars (\$100,000). The TAAP Leadership Program budget shall be administered by the TAAP Leadership Program Steering Committee. Any monies not spent during the fiscal year shall be carried over to the next year. Expenditures from this shall include: printing costs, secretarial stipends, supplies, and special presenter stipends.
4. TAAP Leadership Program Director.
 - a. A matrix person shall be appointed to serve as TAAP Leadership Program Director and shall be paid out of the TAAP Leadership Program Budget (for the duration of the agreement) the appropriate stipend as outlined in the TAAP Agreement.
 - b. The TAAP Leadership Program Director shall be responsible to the President of TAAP and the Transformational Leader, Human Resources
 - c. The TAAP Leadership Program Director shall be responsible for the development of the TAAP

Program including: establishing the in-service agenda, procuring the staff to teach the units, and locating the appropriate site(s) for the in-service meetings.

- d. The TAAP Leadership Program Director shall also be responsible for coordinating the Peer Mentor, as well as, the Matrix Intern Program. As such he/she shall coordinate the training available under all three (3) programs, forward descriptive information concerning available resources, meet regularly with peer mentors to share information and ideas, and track appointees and interns.
- e. The TAAP Leadership Program Director shall administer a budget of one hundred thousand dollars (\$100,000) which will be allocated annually. Any monies not spent during the fiscal year shall be carried over to the next year. Expenditures from this budget shall include: printing costs, secretarial stipends, supplies, and special presenter stipends.

C. General Provisions

1. The administration will make every reasonable effort to schedule in-services during a matrix person's work day.
2. Subject to prior approval by the Superintendent or his/her designee, matrix personnel for attendance at in-services that extend the work year shall be paid at the approved rate.
 - a. Every effort will be made to schedule in-service meetings during the workweek.
 - b. full day mandatory in-services, which are scheduled during the work year of matrix persons in August and/or June have a significant impact on the duties necessary for the opening, or closing, of schools, therefore a matrix person may apply for extended time in accordance with Article VIII-A of the TAAP Agreement
3. In-service and/or general orientation meetings shall be held for newly appointed matrix personnel by their immediate superior.
4. For technical training purposes, persons or resources may be brought in for training. TAAP Leadership Committee will pay for these persons or resources from the TAAP Leadership Fund. If this person comes from within TPS, they will be paid at their hourly rate for the time spent outside their workday plus planning time, if they present on topics outside

of their job description.

D. Local Professional Development Committee (LPDC)

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

ARTICLE XXI – SCHOOL BUILDING ORGANIZATION

A. Guidelines for Staffing of Schools

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

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

such financial problems and reach agreement on the actions to be taken.

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

B. Elementary Schools

Recommended K-8 Staffing Guidelines:

- Add assistant principal if enrollment of 399
 - Add half-time counselor if enrollment of 599
 - Add full time dean if enrollment of 699
 - Add second counselor if enrollment of 800
 - Add second dean if enrollment of 1000
 - Add third counselor if enrollment of 1100
 - Counselors are attached to SAC
 - TAAP and the Board acknowledge that some schools may require additional staffing (assistant principals, deans, counselors) to maintain a safe environment conducive to instruction and the Board may add staff after consulting with TAAP.
1. All elementary schools shall have a principal unless there is mutual agreement between TAAP and the Superintendent to combine some assignments.
 2. Elementary counselors will report to their principal.
 3. Parent/Teacher Conferences
 - a. Parent/teacher conference times will determine by district.
 - b. The principal will construct and distribute the appointment schedule to the teaching staff.
 4. Academic Initiatives
 - a. When a District-Wide academic initiative and/or a School based academic initiative has been approved by the School Improvement Committee (see Article XXIV) the impact of the academic initiative (District-Wide and/or School based) on matters of salary, fringe benefits and all other conditions of employment (see Article I-B) will be negotiated with TAAP.
 5. Grove Patterson Academy
 - a. The work year of the Grove Patterson Academy Principal may be extended five (5) days at his/her daily rate (222 days to 227).
 6. Old West End Academy
 - a. If there is an extended work day, the principal of the Old West End Academy may be paid additional compensation for duties requiring an extended day or extended year to be negotiated with TAAP.
 - b. The Board agrees to hire teachers at the Old West

End Academy the same way they are hired at the Grove Patterson Academy.

C. High Schools

1. Recommended High School Staffing Guidelines
 - a. Each high school staffed with one (1) principal.
 - b. Each high school staffed with three (3) assistant principals.
 - c. Each high school staffed with two (2) deans.
 - d. Each high school staffed with three (3) counselors.
 - e. Additional matrix persons for each high school whose sum of the October enrollment report equals the following:
 - 1400 add fourth (4th) counselor
 - 1800 add fifth (5th) counselor
2. Alternative Schools and Professional Development Schools
 - a. If it is the desire of the administration, or the Board to create additional alternative schools or professional development schools, the following guidelines must be followed:
 - If a committee is created to design an alternative school, TAAP must be afforded equal representation on the committee.
 - Administrative staffing needs must be collaboratively determined with TAAP.
 - All aspects of an alternative school must be discussed with TAAP as an equal partner.
3. Toledo Technology Academy
 - a. The Toledo Technology Academy will be staffed with one (1) director and one (1) assistant director/counselor.
 - b. The Toledo Technology Academy Director will be paid at the appropriate pay band.
 - c. The Toledo Technology Academy will be governed by the Toledo Technology Academy Governing Board.
 - d. The Toledo Technology Academy Assistant Director will be paid at the appropriate pay band.
 - e. The Toledo Technology Academy Director will be evaluated by the Toledo Technology Academy Governing Board.
 - f. The Toledo Technology Academy Director will report to the Director, Career Technology and the Transformational Leader of K 12, Secondary for:
 - implementation of Board Policy
 - day to day operations (i.e. parent concerns, student discipline etc.)

- g. If/when enrollment at the Toledo Technology Academy reaches three hundred fifty (350) students, one (1) full-time counselor may be added and the Assistant Director may be paid equal to an assistant principal.
4. Toledo Early College
 - a. The Toledo Early College will be staffed with one (1) principal.
 - b. There will be a full-time counselor.
 5. The Phoenix/Polly Fox Academy
 - a. Matrix persons assigned to the Phoenix Academy shall be contracted from the Toledo Public Schools.
 - b. All matrix staff employed at the Phoenix/Polly Fox Academy will be members of the TAAP bargaining unit, represented exclusively by the Toledo Association of Administrative Personnel, UAW Local 5242.
 - c. All matrix staff will be employed pursuant to the terms of the collective bargaining agreement between TAAP and the Board.
 - d. The Phoenix/Polly Fox Academy will be staffed by a Principal paid at the appropriate pay band, who reports to and is evaluated by the appropriate Transformational Leader, Program development and Advancement.
 - e. The current matrix staff at the Phoenix Academy is as follows:
 - Two (2) counselors
 - One (1) assistant principal
 - One (1) elementary attendance coordinator
 The staffing levels of the Phoenix Academy will be recommended by the Phoenix Academy Board. All changes in staffing will be reviewed by Human Resources and will be negotiated with TAAP.
 - f. TAAP, the Governing Board of the Charter, and the Board of Education will jointly interview, select, and appoint the appropriate matrix staff in accordance with the TAAP Agreement.
 - g. All items in the TAAP Agreement not mentioned remain in effect.
 6. Westfield School
 - a. Westfield School serves elementary and secondary special education students.
 - b. Westfield School will be staffed with a principal who has a special education license .
 - c. Westfield School contains students with severe

behavior issues, many of whom have parole officers assigned to them who require access and/or copies of transcripts and grades.

- d. The elementary counselor assigned to Westfield School is required to develop a guidance program and also create class schedules for the students.

D. District-Wide and/or School Specific Grants

a. When the District and/or a specific school contemplates applying for a grant the following guidelines will be followed:

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

E. Assignment of Special Education Students to Counselors

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

F. Specialists' Schedules

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

G. Special Education Staffing

The appropriate SAC Director, will discuss with the Principals in his/her learning community proposed changes in special education classes, as well as, with transportation. The Executive Director, Student Services will review these recommendations with the appropriate SAC Director and forward them to the appropriate Transformational Leader. As staffing information is distributed to Principals and Central Office personnel the SAC Director will receive the same information.

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

Arrangements will be made to assure that these forms will be delivered to the schools the last week in August. Principals will not be required to pick-up these forms. The Board may provide electronic forms.

I. Dispensing Medications

Matrix persons may be required to dispense medications to students when there is no full-time nurse.

J. School Beverage /Vending Machine (BVM) Funds

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

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

K. Per Pupil/Capital Improvement Money

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

L. Student Identification Cards

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

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

Toledo Public Schools (TPS) strives to be an “A-rated” school district whose graduates are college and career ready. TPS believes that strategic and meaningful partnerships will contribute to creating a healthy community where students can thrive and realize their potential.

While all partnerships look different in order to respond to varying needs and opportunities, TPS is committed to ensuring all partners are prepared to succeed by establishing parameters for partnership, along with the 5-Step Protocol for Partnership.

The partnership between (School) and (Partner) spans (beginning date) to (ending date). This partnership will be revisited each academic year. Either party may terminate the partnership with thirty (30) days’ notice to the other party in writing.

1. Partnerships with the school will support the mission of TPS to produce competitive college and career ready graduates through a rigorous curriculum across all grade levels by implementing Ohio’s New Learning Standards with fidelity.
2. District dollars must be devoted to education.
3. Services and programs offered by partnerships must be accessible and affordable to students, parents, and the school community.
4. Partnerships co-located in the school must be financially self-sustaining.
5. Partnerships co-located in the school will be integrated into the school’s operation and governance and must support the school’s School Improvement Plan (SIP) which clearly articulates strategies to ensure all students’ success.
6. All partners must participate in Partners with Purpose (PWP) and adhere to the 5-Step Protocol for Partnership.
7. Partnerships must have measurable outcomes related to the mission of TPS and the school’s SIP, which will be monitored through PWP. If the partnership is not demonstrating a positive impact, TPS leadership has the authority to discontinue the partnership

- subject to controlling legal agreements.
8. All partners must submit relevant program data three (3) times each academic year, as identified by PWP.
 9. All partners of TPS must adhere to Board policies and specifically the policy on background checks and fingerprinting to protect the safety of students. Background checks will be administered through Partner (PIE) at no cost to community partners. Results will be secured at PIE and shared with TPS leadership. All paperwork associated with background check requests is the responsibility of the partner agency.
 10. Specifically, for partners providing mental or behavioral health supports to students and families, the following procedures must be in place:
 - a. Only contracted partners of Toledo Public Schools will have access to students during the school day.
 - b. All services occurring during the school day must be approved by school leadership, including Counselor.
 - c. Services may only be provided to students who receive parental consent prior to those services being provided.
 - d. All new student referrals for services must consult with the school counselor.
 - e. All partners must sign in at the front desk and indicate the client(s) they are expecting to see.
 - f. Within two weeks of student intake/enrollment, the Consent Form for Mutual Exchange of Information needs to be obtained whenever information will be requested from providers outside of the school setting for a student, or when a student receives services at school through an outside agency. This form should be updated annually or if there is a change of school assignment. If a form is not received within this time period, information will not be shared.
 - g. Twice yearly meeting between representatives from the mental/behavior health partner and school leadership, including the school counselor, will review the parameters for partnership and the scope of services for mental/behavioral health partners and identified school personnel.
 - h. Representatives from the mental/behavioral health partner and the school comprehensive mental health team (example Principal, Counselor, Psychologist) will meet at minimum monthly

to review caseloads.

- i. Representatives from the mental/behavioral health partner will contribute to the School Health Index, as led by the school nurse.

Protocols to be followed by Agencies Working in Toledo Public Schools

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

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

Contact Process

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

follow the same contact process with the following exception:

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

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

N. Logistics of School Closings and Transitions

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

Security Support Staff Assignments

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

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

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

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

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

**ARTICLE XXII – SUMMER SCHOOL/NIGHT
SCHOOL [SUSPEND FOR THE DURATION OF THE
AGREEMENT]**

A. Summer School

1. General Provisions

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

2. Elementary Summer School

- a. The number of matrix staff for elementary summer school programs shall be mutually agreed to by TAAP and the elementary Summer School Coordinator.
- b. The elementary summer school programs referenced in a, above refers to general summer school locations that draw students from the entire District into them. General Elementary Summer Schools are staffed in accordance with a, b, c, and d above.
- c. Reading Academy Intervention Summer Educa-

tion (RAISE) Summer School

- The RAISE Summer School is a site specific summer school program serving specific children from their home school, such as preference will be given to staffing the principalship from matrix staff assigned to the site
- The RAISE Summer School Principal will be responsible for administering the RAISE summer school instruction component which will take place during June and July.
- RAISE Summer School Principal and RAISE Summer School coordinator pay is addressed in Article XXXI-J of the TAAP Agreement.
- (New) RAISE Summer School Principals and the Summer School Coordinator will participate in four (4) training sessions on Saturdays and will be paid at their daily rate. (Experienced) Principals and Coordinator will only have one (1) day of training at their daily rate.
- The RAISE Summer School Coordinator will provide all Summer School Principals with: a summer school attendance policy in writing; a copy of the summer school lesson syllabus developed by the Reading Academy.
- Timesheets will be sent to the Elementary Summer School Coordinator.

d. Adding English as a Second (2nd) Language to Elementary Summer School

- If the District decides to add ESL to existing Elementary Summer School Sites the Principals at those sites will be paid three (3) hours per day at the TAAP negotiated hourly rate for (16) days.

e. Any additional program added to Elementary Summer School will only be added after discussion with TAAP to establish the pay for performing the additional duties.

3. Junior High/Middle School Achievement Summer School

- a. The process to be utilized to fill matrix positions at a general summer school location are identified in a, b, c, and d above.
- b. If Junior High/Middle School Summer School is site specific (serving those students who attend the school) preference will be given to staffing the principalship from matrix staff assigned to the site.

- c. If the Junior High/Middle School Achievement summer school program is offered as a specific school program for a specific Junior High/Middle School then those principals participating will have the opportunity to attend the Middle Schools Principals Convention with approved expenses equally charged to the Training and Development Fund and the TAAP Professional Conference Fund.
4. High School Summer School
 - a. Minimum matrix staffing for each summer high school site shall be:
 - one (1) principal
 - one (1) assistant principal
 - one (1) dean
 - b. In the summer high school program preference shall be given to staffing at least (1) Matrix person from that building.
 - c. Testing Coordinator: A testing coordinator will be hired for each site offering testing during the summer.
 1. The testing coordinators will be paid the TAAP hourly rate for seven hours to coordinate testing over two days time
 2. The testing coordinators will be paid their daily rate for one day to complete the following:
 - Picking up the test materials from the testing office, preparing the materials for distribution, and distributing them to the respective assigned high schools.
 - Assisting with the administration and monitoring of the OGT tests at the appropriate site.
 - Collecting all testing materials, boxing the tests to prepare them for forwarding to the state and delivering all testing materials to the testing office.
 - d. In addition, one (1) Test Proctor for every thirty (30) students if the test is offered in a classroom and/or auditorium, cafeteria, and/or gym will be provided. Test Proctors will be paid the TAAP hourly rate for three (3) hours per day for each day of the proficiency test.
5. Should a specific school or group of schools

develop a unique district or grant summer program, matrix personnel will be paid at the daily or hourly rate as determined by mutual agreement of Human Resources and TAAP.

ARTICLE XXIII – SPECIAL SERVICES

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

A. Timelines/Processes/Procedures

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

B. Student Discipline

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

C. Special Education Services

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

1. Verification of available space in the center area with the receiving director.
2. Notification of the receiving director of the intent to provide services to a student in the respective cen-

ter's area.

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

D. Intervention Response Team (IRT)

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

E. Least Restrictive Environment Service Options

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

F. School Assistance Centers

1. Concept:

- a. Seven (7) school assistance centers have been established by feeder pattern to provide direct and consultative services to schools. The Early Childhood/Pre-School SAC has been established to serve the District's Early Childhood/Pre-School Program. The center's mission is to address a wide array of student needs.
- b. Located in each center are psychologists, director of student services, as well as, other student support personnel. (i.e. in-class support specialists etc.)
- c. These professionals work closely with teachers and principals to provide support and assistance to students at the classroom level.
- d. All schools will eventually have the intervention assistance provided by Intervention Response Teams.
- e. Each center has the responsibility to:
 - develop center budget proposals
 - administer the center budget
 - develop and administer LRESO
 - identify and recommend needed classroom space to the Executive Director, Student Services
 - provide SAT/IAT training
 - provide IEP training
 - determine program needs including ESY

G. School Assistance Center Steering Committee

1. A school assistance center steering committee has been established to include the following members:
 - TAAP president
 - Superintendent's designee
 - Executive Director, Student Services
 - Director, Transportation
 - Senior Director of Student Services
 - one (1) Elementary Counselor
 - Directors of Student Services, by Learning Communities and Early Childhood
 - a. The TAAP President and Executive Director, Student Services will serve as co-chairpersons of the School Assistance Center Steering Committee.
2. The purpose of the School Assistance Center Steering Committee is to make sure that there is compliance with the following criteria:
 - a. Every school will serve its own high incidence special education population in a "least restrictive environment" by providing appropriate direct

- support to the classroom. The first (1st) priority will be to keep high incidence elementary students in their home school. Whenever the school district remodels existing buildings or constructs new facilities/school buildings, provisions will be made in all faculty plans for all with special needs to be served in their home school.
- b. IRT teams, through appropriate training, will create and facilitate alternative classroom strategies and/or interventions prior to recommending MFE and services.
 - c. Require “least restrictive environment” classroom support for the children identified for high incidence special education service as the initial strategy prior to placement in a self-contained unit.
 - d. The establishment/maintenance of special education units takes precedence over pilot projects, satellite office sites, art and music specialists, and granting out of district transfers.
 - e. The committee shall review the establishment and the placement of all special education units to assure compliance with (a) through (d) above.
 - f. The committee will review the assignment of elementary counselors, psychologists, and cross-categorical supervisors to centers to assure an equitable distribution of assignments.
 - g. The committee will review center problems and procedures in an attempt to improve performance.
3. The school assistance center steering committee will meet monthly.

H. Director of Student Assistance Centers

1. Directors of Student Assistance Centers shall be responsible for evaluating special education teachers, therapists, and other related service staff consistent with the Supervision, Evaluation, Goal Setting known as the “Toledo Plan.”
2. The Directors of Student Assistance Centers in concert with the building Principal shall hire all new special education teachers, therapists, and other related services staff in accordance with Article XVI-E-2.
3. If a special education student is referred for a hearing at a pupil personnel center, and the school recommendation is a change of placement, or a change in their IEP, the Director of Student Assistance Centers should hold an IEP conference at the appropriate school and include a copy of the modified IEP, as

well as, any recommendation for a change of placement in the student's file which the appropriate school personnel should bring to the hearing. The Director of Student Assistance Centers is not required, nor encouraged to attend Pupil Personnel Center hearings.

I. Psychological Services

1. The pupil-psychologist ratio in the Toledo Public Schools shall reflect the ratio contained in the Operating Standards for Ohio's Schools serving Children with Disabilities including rules governing pre-school programs.
2. The annual caseload for a school psychologist shall be consistent with state guidelines.
3. The services of the school psychologist shall also include consultation with educational staff in implementing or modifying instructional strategies, classroom management procedures, intervention strategies and follow-up activities.
4. The Toledo Public Schools will honor future state mandated standards as of the State's mandated date of implementation.
5. The ability to do re-evaluations will be expanded to include all of those matrix persons who are eligible and who are properly trained if/when the District is unable to complete all of the required re-evaluations. The Board will provide the training and pay the participants to attend.
6. Private contract services for the purpose of completing re-evaluations will be limited to those re-evaluations:
 - a. not covered by Toledo Public Schools psychologists.
 - b. not covered by supplemental contracts offered to Toledo Public Schools psychologists.
 - c. it is understood that the assignment completion of re-evaluation as defined (a) or (b) above will not in any way hinder the completion of initial evaluations within state and federal timelines.
7. A psychologist supervising an intern will be capped at ten (10) supplemental re-evaluations after completing his/her assigned required reevaluations.

J. School Assistance Center Matrix Staff Evaluations

See TAAP Leadership Model

K. School Psychologist Intern Program

1. The school psychologist intern shall be paid accord-

ing to the salary schedule in Appendix G; or the State Minimum Teacher Salary Schedule, whichever provides for the greater compensation.

2. The school psychologist intern shall be entitled to all other benefits as provided by the TAAP Agreement.
3. The procedures to be followed to identify school psychology intern field facilitators and to place psychologist interns are found in Appendix H of the TAAP Agreement. The referral, testing and IEP processes are provided in Appendix E.

L. Facilitating Referrals, Testing, and Initial Evaluations

1. Parent or Teacher Referral for Assistance
 - A parent of a teacher may make a referral to the RIT (Response to Intervention Team) or to the principal if no IRT exists in the building. Use form PR-04 and/or Parent Request for Consultation-Assistance (stock #2401).
 - Interventions are developed to target specific behavior or academic needs with measurable goals, stated duration, and evaluation criteria for success. These interventions are monitored by the IRT, the principal, counselor, school psychologist, or the behavior specialist.
 - Interventions must be documented and data provided for all multi-factored evaluations (MFE).
2. Referral for a Multifactor Evaluation (MFE)
 - The IRT assures the “Referral for Assistance/Evaluation” (Form PR-04) is completed and reviews the documented interventions
 - The principal should ensure parents are provided “Prior Written Notice to Parent” (Form PR-01), “Parent Consent for Evaluation” (Form PR-05), and the “Procedural Safeguards Notice”
 - The principal should ensure that the completed “Referral for Assistance/Evaluation (Form PR-04), “Prior Written Notice to Parent” (Form PR-01), “Parent Consent for Evaluation” (Form PR-05) and CIMS form AP1 are sent to the School Assistance Center (SAC) to be entered on CIMS. The school psychologist will receive a copy of each.
3. The Multifactor Evaluation (MFE)
 - The psychologist is the chairperson of the MFE process.
 - The Evaluation Team Report (Form PR-06) is completed. The psychologist chairs the post-evaluation conference. Team members include:

- The student's teacher
 - Principal
 - IRT team member
 - Parents
 - Others, as needed
- The completed PR-06 is sent to the School Assistance Center (SAC) and the information is entered on CIMS.
 - Copies are distributed to the Directors of the Student Assistance Centers, principal, and parent.
4. The Individual Education Program (IEP)
- The principal is the chairperson of the IEP writing process.
 - The principal schedules the IEP meeting using the "Parent Invitation" (Form PR- 02).
 - Team members include:
 - The student's teacher
 - Principal
 - Parents
 - Special Education Teacher or, Director of Student Assistance Center
 - Director if teacher not available
 - Psychologist, as needed
 - Related service personnel, as needed
 - Director of Student Assistance Center should attend all initial IEP conferences for students with low incidence disabilities (MD, HD, OD, ED, VD, OHI, TBI).
 - The principal reviews the IEP Sequence Form (IEP-606) and appoints recorders or writers of the IEP. All members of the IEP team are to contribute to the writing of the IEP.
 - After the IEP is written, the IEP is forwarded to the SAC where it is entered on CIMS and given to the Director of Student Assistance Center for authorization of services.
 - The IEP is then distributed by the SAC to parents and the school where the student receives services. PLEASE NOTE: Parents should be given a copy of the IEP following the IEP conference whenever possible.

M. Completion of Reevaluations

1. The School Assistance Center (SAC) in collaboration with the feeder district principals will construct a Special Education Reevaluation Plan which completes all of the reevaluations identified in that Feeder District for the school year. The Special Ed-

ucation Reevaluation Plan will be submitted to the Executive Director, Student Services. Reevaluations will be assigned as follows: psychologists will be expected to complete six (6) reevaluations per month for ten (10) months. The assignment of reevaluations will be reviewed by the administration and TAAP at the conclusion of each school year. Additional reevaluations can be assigned at the negotiated rate if required on a voluntary basis. Reevaluations can also be assigned on a voluntary basis to counselors, director of student assistance center, principals, and assistant principals after appropriate training.

N. Completion of IEPs

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

O. Block Scheduling

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

P. Special Education Representation

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

Q. Access to Computer Labs for Students with Disabilities

All high incidence special education students shall have access to school computer labs and shall not be discriminated against due to their disability. Other students with

low incidence disabilities may have access, as appropriate to ensure advancement and access to academic content standards and/or per their IEP.

R. Separate Facility/High Needs Director of Student Assistance Center

The Board agrees to consider the position of Director of Student Assistance Center/High Needs Director should funding be available that does not impact the general fund. Duties to include the following:

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

S. Standard Operating Procedures

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

ARTICLE XXIV – CURRICULUM

A. Organization of the Curriculum Division

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

- instructional leadership is crucial to school improvement efforts and academic achievement
- instructional leadership, school improvement, and academic achievement must be organized within the core testing areas of language arts, math, science, and social studies
- instructional technology should play a significant role in streamlining the educational process
- the roles of testing, evaluation, and research need to

be reviewed and potentially redefined

- district data needs to be collected and/or software needs to be utilized to assure that TPS data is compatible in format to the state EMIS format

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

B. School Improvement Committee

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

C. School Improvement Plan Review

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

D. Testing

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

4. Each school will receive a prescriptive analysis from the curriculum department of the type of curricular work each school needs to incorporate into their short term and long term building goals.

E. TAAP Curriculum Committee

1. There shall be a TAAP Curriculum Committee consisting of four (4) members appointed by TAAP, which shall meet with the appropriate Transformational Leader.
2. This committee shall have the authority to make recommendations with respect to instructional programs or committee work.
3. New curricular programs shall be reviewed by this committee prior to submission to the Board.
4. TAAP shall be consulted before any new educational programs are initiated or adopted. Such initiations or changes shall be developed cooperatively. This provision is not intended to give TAAP veto power.

F. Joint Board/TAAP/TFT Curriculum Committee

1. There shall be Joint Board/TAAP/TFT Curriculum Committee which shall include four (4) members appointed by TAAP.
2. This committee shall have the authority to make recommendations with respect to instructional programs or committee work.
3. New curriculum programs shall be reviewed by this joint committee.

G. Academic Initiatives

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

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

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

ARTICLE XXV – TEAM MANAGEMENT

A. Committees

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

1. Committee identification process. All committees shall be reviewed by the TAAP President and the Superintendent, or his/her designee, to determine whether:
 - a. A proposed committee is directly related to the contract existing between the Toledo Board of Education and TAAP. When such determination is made, these committees shall be identified as "contractually related."
 - b. A proposed committee generally having no direct relationship to this contract, but which could by nature of some discussions/topics become "contractually related" shall be identified as "administrative team committee."
If discussions/topics raised at an "administrative team committee" are contractually related, no action shall be taken on said items until the TAAP president and the Human Resources Office are notified and determine the appropriate course of action.
2. Selection process
The selection of matrix persons to serve on those committees identified as "contractually related" or "administrative team" shall be as follows:
 - a. Contractually related committees
The selection of matrix persons to serve on contractually related committees shall be deter-

mined solely by TAAP.

b. Administrative team committees

The selection of matrix persons to serve on administrative team committees shall be determined by the following guidelines:

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

3. Selection process (exception)

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

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

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

B. The Budget

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

C. Department Reorganizations

1. Whenever a department reorganization is being contemplated, the head of the department shall consult with the members of the affected department and a TAAP representative to seek appropriate input.
2. The Superintendent's designee must consult with the

TAAP President prior to the implementation of the proposed reorganization.

3. When a reorganization plan involves any change in job descriptions and the positions are currently occupied, the job descriptions must be reviewed and approved by the matrix review committee. If the positions are vacant, changes in job descriptions must be reviewed by the matrix review committee. To clarify, department reorganization plans shall not be used to eliminate positions currently occupied by matrix personnel nor alter job descriptions of current matrix personnel without approval of the matrix review committee.”

D. Medicaid Reimbursement

1. The school district receives Medicaid reimbursement from the contacts that occur between students and the following matrix positions:
 - counselors (if allowable)
 - directors of student assistant centers (if allowable)
 - psychologists

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

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

E. State Required Tests

1. Achievement Tests

- a. Achievement tests will be conducted during the school day.
 - b. Lunch schedules will be adjusted on the days of the test.
 - c. Teacher planning time will be adjusted where necessary, but not lost.
 - d. Retired matrix persons and/or central office administrators may be provided to those elementary buildings who are not staffed with an elementary assistant principal.
 - e. A minimum of one (1) hour in-service will be conducted for all participating administrators. Attendance will be mandatory.
 - f. Principals will select teachers to serve as a back-up in case a teacher is absent.
 - g. A lockable four (4) drawer file will be provided to each school as needed, to be used for test security.
 - h. Retired matrix persons and/or central office administrators may be provided for all make-up/re-takes. No make-up/re-takes will be given after school.
2. Selection of Testing Coordinators
The Principal will select the Building Testing Coordinator.

F. IEP Conferences

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

ARTICLE XXVI – FACILITIES/PROPERTY LOSS

- A.** Sufficient office furniture, equipment and storage facilities shall be provided in all administrative offices.
- B.** Conference areas and/or meeting rooms shall be made available to allow matrix persons to function in a professional manner.
- C.** Adequate office space shall be provided to insure privacy for conferences.
- D.** Both building and central office matrix persons shall be involved in the decision-making process regarding

locations of their respective offices and other matters pertaining to these offices. The Superintendent's designee must consult with the TAAP President prior to a final determination.

- E. A property loss fund of \$5,000 annually, with carryover of the balance into the next year, is hereby established. The fund will reimburse members of the bargaining unit for property loss, excluding cash, on a \$100 deductible basis after private insurance coverage has been exhausted. This fund will be administered by TAAP.

ARTICLE XXVII – LEAVES OF ABSENCE

A. Sick Leave

1. Sick leave shall be used for personal illness and all other leaves herein shall be separate from and in addition to sick leave except where otherwise provided in this agreement.
2. Matrix persons may accumulate sick leave at the rate of one and one-fourth (1 1/4) days for each completed month of service.
3. Sick leave may be accumulated up to three hundred seventy (370) days.
4. Members of the bargaining unit who have accumulated three hundred (300) days or more of sick leave on December 1, shall be paid three (3) additional days at their daily rate before December 25. Those who have accumulated two hundred (200) but fewer than three hundred (300) days of sick leave shall be paid two (2) additional days. Those who have accumulated one hundred fifty (150) but fewer than two hundred (200) days of sick leave shall be paid one (1) full day. It is agreed that a committee of two (2) TAAP members and two (2) members of the personnel department will review and recommend incentive pay for non-usage of sick leave. If a recommendation is forthcoming before the expiration date of this contract, it will be considered for implementation at that time.
5. A joint panel consisting of one (1) representative of the administration and one (1) representative of TAAP shall be established to review suspected cases of sick leave abuse. The panel shall also be empowered to develop a prescribed plan for required improvement. Referrals can be identified by the panel itself, or, by a matrix person's immediate supervisor. The joint panel will meet with the identified matrix person, when possible, within one (1) week, or, if

not possible, within such time as agreed to by the panel. Each referral will be evaluated and if action is warranted, as determined by the merits of the case, a prescribed plan for required improvement will be developed. Concurrence by the panel will be necessary to sustain any prescriptive action recommended. If the panel concurs, action taken may include, but not be limited to the following: the referral may be dismissed; or, a written reprimand may be placed in the individual's personnel file along with the prescriptive plan for required improvement. A prescriptive plan for required improvement shall establish specific timelines and goals and may include specific penalties i.e. reduction of all benefits, excluding health and life insurance, but including sick leave accumulation, and salary. It is understood that this reduction will be proportional to the total number of days absent divided by the number of workdays during the period of time examined by the panel. When the employee has complied with all of the specific timelines and goals of the prescriptive plan, he/she shall have his/her full benefits and salary reinstated, without retroactivity, if applicable, and shall be considered released from the program. Subsequent identification of the same employee or failure of the employee to comply with the prescriptive plan for required improvement may lead to further disciplinary action up to and including possible termination. If the panel fails to concur, the administration may follow normal disciplinary procedures. The employee may appeal at any time during this process by utilizing the TAAP grievance procedure.

B. Matrix Employee Sick Leave Donation Process

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

es Offices and TAAP.

C. Extended Illness

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

D. Previously Accumulated Sick Leave

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

E. Illness or Injury in the Family

Temporary leave or leave of absence with pay of not more than a total of five (5) days per contract year shall be granted for the purpose of caring for a seriously injured or seriously ill member of the matrix person's immediate family. The "immediate family" shall be defined as spouse, child*, mother, father, grandparent, brother, sister, grandchild, stepbrother, stepsister, stepmother, stepfather, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law or a person who has lived in the employee's home as a member of the family for at least twelve (12) consecutive previous months. Upon request of the Human Resources Office, the matrix person shall provide, upon return from leave, the name and address of the attending physician and a re-

leave for such attending physician to provide verification of the nature of the injury or illness. If illness or injury in the family leave pursuant to this item is taken beyond the above limits, said leave shall be charged to employee's sick leave. * Child includes: son, daughter, stepson, or stepdaughter, or a child who has lived in the employee's home as a member of the family for at least twelve (12) consecutive months and placed by an authorized placement agency. (Abnormal situations will be discussed).

F. Death in the Family

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

G. Death of a Staff Member

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

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

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

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

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

Other staff employees may be released if arrangements satisfactory to the principal can be made between

employees to cover each classroom and non-classroom work location.

H. Personal Leave

1. Two (2) days of personal leave per school year with pay shall be granted to each matrix employee. Personal leave shall not be used on the day before or after any holiday or vacation period or during the first week of school. An additional day shall be granted to those matrix persons who have accrued two hundred fifty (250) sick leave days at the time of accrual.
2. Personal leave shall not need justification or explanation, but the matrix person shall give two (2) days notice when possible. Notification must be given before the leave except in an emergency.
3. The first unused personal leave day referred to in paragraph 1 above shall be paid for at eighty-five percent (85%) of the appropriate daily rate. The second and third days shall be paid for at fifty percent (50%) of the appropriate daily rate.
4. The first unused half-day of personal leave shall be pro-rated and paid at eighty-five percent (85%) of the appropriate daily rate. The second and third unused half-days of personal leave shall be pro-rated and paid at fifty percent (50%) of the appropriate daily rate.
5. An additional personal day shall be granted to a member of the bargaining unit for his/her wedding or graduation or the wedding or graduation of the members of his/her immediate family as described in this agreement, or a legal guardian. The day may be taken on a Friday or Monday if the wedding or graduation is on the weekend. In unusual circumstances an additional day for graduation or weddings may be granted if approved by the Human Resources Office. Graduation is defined as one beyond high school unless the high school graduation is more than 175 miles from Toledo. This additional day may be used when a personal degree is conferred, regardless of the day the ceremony is held. Applications shall be made to the Human Resources Office no later than ten (10) days prior to the event.

I. Court Appearance/Jury Duty

1. Matrix persons who are required to serve on jury duty shall receive full salary during the period of such service.
2. Employees who are subpoenaed to appear in court as

a witness or defendant in a case shall have no deduction in salary. This provision shall be limited to three (3) days per case except in job related cases or if the employee is a plaintiff in a job related case. In the event that an employee requires time off in excess of three (3) days per case in non-job related cases, said employee shall have excess time off charged to sick leave.

J. Religious Observance Leave

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

K. Professional Leave

1. TAAP Professional Conference Fund
 - a. The Toledo Board of Education recognizing the importance of national and state conferences, workshops and school visitation will provide the amount of twenty-eight thousand (\$28,000) per school year to be set aside for the TAAP Professional Conference Fund. The fund shall be administered by TAAP. Funds not expended shall be carried over to the next school year for additional professional leave expenses.
 - b. Monthly reports, including copies of the requests for subsequent purchase orders shall be forwarded to the TAAP office.
2. Disbursement
 - a. Local conferences (Toledo and twenty-five [25] mile radius)
 1. registration
 - b. State conferences (beyond the twenty-five [25] mile radius)
 1. registration
 2. lodging, if necessary, paid at the single rate
 3. amount not to exceed three hundred dollars (\$300) if lodging is required
 4. amount not to exceed the registration fee if lodging is not required
 - c. Out of state conferences
 1. registration
 2. lodging paid at the single rate
 3. amount not to exceed six hundred dollars

(\$600)

3. General provisions
 - a. Matrix persons shall not be granted more than one (1) disbursement from the TAAP Professional Conference Fund per school year.
 - b. Expenses for professional conferences mandated by the Board will be paid by the Board.
 - c. Requests for mileage reimbursement shall be submitted as part of the matrix person's mileage allowance.
 - d. Meals inside or outside of the school district will not be paid by the TAAP Professional Conference Fund but may be paid by the district if properly authorized.
 - e. No matrix person will be subjected to a lottery for professional leaves provided their absence does not require a substitute.

L. Extended Leaves of Absence

1. Pregnancy Leave - Sick Leave
 - a. The matrix person and her doctor shall determine the number of accumulated sick leave days to be applied. The Human Resources Office shall be notified of the number of accumulated sick leave days to be applied seven (7) days prior to the commencement of sick leave. This notice shall include the doctor's verification of the number of sick days to be used. The matrix person shall also specify the duration of the sick and/or maternity leave but such requests shall not exceed one (1) calendar year.
2. Maternity Leave
 - a. The maternity leave is an unpaid leave commencing at the expiration of designated sick leave days. The applicant shall specify at the time of application the intended date of return to her assignment. A doctor's statement shall not be requested for maternity leave.
 - b. Maternity and/or sick leave in excess of twelve (12) months shall require reapplication and approval by the Board.
 - c. The matrix person shall return to her original position if available, or to a comparable position.
 - d. Fringe benefits will be paid after sick leave for the rest of the month when sick leave is stopped, plus two (2) months additional.
3. Childbirth and Adoption Leave

If requested, members of the bargaining unit shall be

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

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

4. Illness in the Family

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

5. Political Leave

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

6. Return to Work/Transitional Work Program

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

Option A

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

Option B

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

Option A - TPS Wage Continuation Program

An employee who elects to participate in the TPS Wage Continuation Program agrees to the terms and stipulations as described in the TPS Return to Work/Transitional Work program (See Appendix J). Such Return to Work/Transitional Work program is

a cooperative effort between labor and management, mutually agreed upon, and may be amended only upon the consent of the joint TPS/TAAP Workers' Compensation committee. The committee will consist of equal representatives from the administration and TAAP. Eligibility for the TPS Wage Continuation Program requires the employee to be off work due to a work related injury, provided the employee and/or the employer reports the injury within twenty-four (24) hours of the incident of illness or injury. A Workers' Compensation claim will be filed for payment of medical benefits through the Bureau of Workers' Compensation. Paid leave shall be granted for a period of time as recommended by the program treating physician not to exceed two (2) years, during which time the employee will remain on the Board's payroll, provided proof of continued disability is submitted. Such proof shall be accompanied by a "statement of attending physician" setting forth the illness or injury, work restrictions, if any, estimated duration of disability, and estimated return to work date. Attending physician statements must be submitted to the Board within forty-eight (48) hours of treatment. Should these requirements not be fulfilled by the employee, the request for wage continuation extension may not be considered. All benefits, including insurance will continue during the duration of the Wage Continuation Program. If an employee returns to work for less than six (6) months and then is disabled at a later date due to the same injury, he/she may request to reactivate the Wage Continuation Program provided proper medical proof is submitted to the employer; and, thereafter, may follow the procedure outlined above for the remainder of time unused of the original two (2) years of eligibility under the program. Such an employee who has returned to work for six (6) months or longer is eligible for an additional two (2) years of eligibility under the program. If an employee's eligibility for the two (2) years of Wage Continuation is exhausted, the employee is eligible for additional leave time equal to:

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

When electing to utilize accumulated sick leave

and other accrued leave, the employee will remain on payroll and will continue to receive all benefits, including insurance, but will not be eligible to receive compensation from the Bureau of Workers' Compensation. When electing to utilize unpaid Workers' Compensation leave, the employee will go off payroll and will continue to receive all benefits, including insurance. The employee may file to receive Workers' Compensation payments for which he/she may be eligible. The employee and the Board retain their respective rights under the Workers' Compensation Act. The unpaid Workers' Compensation leave will be granted up to one (1) year. Extensions beyond the one (1) year may be granted but shall not exceed two (2) six (6) month periods. When the amount of time the employee has available under one alternative has been exhausted, he/she will be placed under the other alternative. If the employee does not elect an alternative, the employee's accumulated sick leave and other accrued time will be used first. After an employee has exhausted all leave time available under Option A, the employee's employment and seniority will be terminated. Continuation of insurance benefits, once all leave is exhausted, shall be for the balance of the month plus two (2) additional months. Thereafter, the employee may continue benefits according to COBRA regulations. At all times during leave under this section, the employee will remain required to provide medical documentation and cooperate with the procedures of the TPS Return to Work/Transitional Work Program. An employee electing to participate in the TPS Wage Continuation Program, who returns to work during leave granted under Option A, will be reinstated to his/her former position (subject to any medical restriction(s) identified by the program).

Option B - Unpaid Workers' Compensation Leave

An employee electing not to be evaluated by the employer's program physician or who elects not to follow that physician's recommended program and go only to the physician of their choice shall not be entitled to participation in the Wage Continuation Program as described above. Such an employee electing not to participate in the Wage Continuation

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

1. up to a two (2) year unpaid Workers' Compensation leave of absence; plus
2. his/her sick leave accumulation and other accrued time. While on unpaid Workers' Compensation leave the employee will go off payroll. The unpaid workers' Compensation leave will be granted for up to one (1) year. Extensions beyond the one (1) year may be granted, but shall not exceed two (2) six (6) month periods. An employee whose unpaid workers' compensation leave ends because the employee is no longer eligible to receive temporary total disability, who has not exhausted two (2) years of unpaid workers' compensation leave, and does not return to work, must utilize all of his/her available accrued time. If the employee does not return to work after such accrued time is utilized, the employee will be placed on an unpaid leave of absence without benefits for a period of time equal to the remainder of the unused leave of absence available (i.e. two years less the time taken while on temporary total) after which time the employee's employment and seniority will be terminated. An employee who has exhausted his/her two (2) year unpaid workers' compensation leave and does not return to work must then utilize all available accrued time, after which time the employee's employment and seniority will be terminated. An employee who returns to work for less than six (6) months and then is disabled at a later date due to the same injury is eligible for the remainder of the time unused

of the original two (2) years of unpaid workers' compensation leave. Such an employee who has returned to work for six (6) months or longer is eligible for an additional two (2) years of unpaid workers' compensation leave. An employee's eligibility for continuation of insurance benefits will be for the length of time the employee is eligible to receive temporary total disability or the length of the unpaid workers' compensation leave under this provision, whichever is less. Insurance benefits will also be continued during utilization of any sick leave accumulation and other accrued time. After all available leave is exhausted under Option B, the employee may continue insurance benefits according to COBRA regulations. An employee on a leave of absence under Option B will be reinstated to his/her former position if he/she is able to return to work. As long as an employee remains on leave under Option B, his/her position will not be permanently filled.

GENERAL

If a matrix employee becomes unable to perform his/her duties on a full-time basis due to a temporary disability and/or long term illness, lasting more than twenty (20) work days, he/she shall be referred to the transitional work program. The employer reserves the right to recoup benefit payments to any employee who is guilty of submitting a false claim, or abuse of any of the provisions covered in this section or working for another employer while on leave under this section, and may take disciplinary action. In the event the Bureau of Workers' Compensation, the Industrial Commission or a court denies any claim as not being sustained in the course of and arising out of employment or related to an old compensable injury, wage continuation payments will be charged to sick leave to the extent such sick leave is available. If the employee does not have a sufficient sick leave balance, the employer shall recoup the wage continuation payments made by reducing future sick leave earnings by one-half (1/2) until the wage continuation payments made are fully recouped. An employee who terminated employment with an outstanding balance owed will be responsible to reimburse the school district. Holidays or vacations which occur during approved wage continuation periods shall be com-

pensated as a holiday or vacation, and if a claim is subsequently disallowed shall not be charged against the employee's sick leave accumulation.

7. Sabbatical Leave

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

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

8. Military Leave

All officers and employees of the state or the political subdivisions thereof who are members of the Ohio National Guard, the Ohio Defense Corps, the Ohio Naval Militia, or members of other reserve compo-

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

9. Family and Medical Leave Act

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

1. Employees eligible under the FMLA will be entitled to leave as provided by the Act:
 - a. for the care of the employee’s child (birth, or placement for adoption or foster care); or
 - b. for the care of the employee’s spouse, son or daughter, or parent, who has a serious health condition; or
 - c. for a serious health condition that makes the employee unable to perform his/her job.
2. Definitions of terms as utilized in the FMLA or implementing regulations are incorporated into this agreement.
 - a. The employer’s fiscal year (July 1 through June 30) will be the twelve (12) month period during which an eligible employee may take FMLA leave.
 - b. The parties recognize that the current contractual leave benefits in many respects exceed the requirements of the FMLA. Time off work, paid or unpaid, and payment of benefits, provided under the parties collective bargaining agreement for leaves that qualify for FMLA leave will count towards an employee’s annual FMLA leave entitlement, except for vacation time and/or personal leave time. It is the parties intent that this memorandum shall not reduce or limit any negotiated benefits or conditions of employment.
 - c. Notification and verification of FMLA

leave will be required for leaves under the collective bargaining agreement. The parties agree that the employer may verify an employee's leave request as permitted by the FMLA. The parties agree that an employee should provide as much advance notice of leave as is reasonably possible under the circumstances.

- d. An employee's job restoration right will be covered by either the collective bargaining agreement or the FMLA, whichever provides the greater protection under the circumstances.
- e. The parties agree the employer may recover the costs of health insurance or other benefits (e.g. life insurance, etc.) maintained for an employee on FMLA leave beyond contractual requirements, as permitted by the Act, if the employee does not return to work upon exhaustion of the employee's leave entitlement.

10. Good Cause

Other leaves of absences without pay may be granted by the Board for good reason. Examples of leaves in this category would include study leave, professional growth, foreign exchange leave, public service leave, etc. Upon ten (10) days notice to the Human Resources Office a member of the bargaining unit shall be granted up to five (5) school days without pay per school year. This leave may be used more than once each year, but the total shall not exceed five (5) days annually. These days need not be taken consecutively. Personal leave shall be permissible the day before and the day after these unpaid days. This leave shall not be taken by building administrators between April 30th and the close of school

ARTICLE XXVIII – EXTENSIONS, RENEWAL, AND RETURN FROM LEAVE

A. Extension and Renewals

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

B. Salary

Upon return from leave granted by the Board, a matrix person shall be considered as if he/she were actively employed by the Board during the leave and shall be placed

on the pay band and step he/she would have achieved if he/she had not been absent.

C. Benefits

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

ARTICLE XXIX – HOLIDAYS

- A.** The following holidays shall be observed for all matrix employees with full pay at the regular daily rate of pay at the time said holiday occurs unless otherwise provided in this contract:
1. New Year's Day
 2. Martin Luther King Day
 3. Friday before Presidents' Day
 4. Presidents' Day
 5. Friday before Spring break
 6. Memorial Day
 7. Independence Day
 8. Labor Day
 9. Wednesday before Thanksgiving
 10. Thanksgiving Day
 11. Day after Thanksgiving
 12. Day before Christmas Day
 13. Christmas Day
 14. Day before New Year's Day
- B.** Any day set apart by the president of the United States or the governor of the state of Ohio as a holiday, which is authorized by the Superintendent of schools and/or Board of Education as a school holiday, shall be a paid holiday for matrix persons scheduled to work.
- C.** The granting of pay for holidays shall be subject to the following regulations:
1. To be eligible for holiday pay, said holiday must fall during the contract work year prescribed for the matrix employee.
 2. If a holiday occurs during a sick leave or injury leave with pay, the matrix employee shall be paid for the holiday at his/her daily rate. A sick leave day will not be charged against accumulated sick leave or a

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

ARTICLE XXX – MATRIX RETIREES

1. Matrix retirees employed by the Board in acting assignments of no longer than fifty-nine (59) days shall be paid at the TAAP negotiated hourly rate and shall be entitled to the conditions of employment provision and remedies of this agreement as follows: sick leave, STRS/SERS, grievance procedure, matrix discipline, access to personnel files, mileage, holiday pay and professional leave. This agreement will not include the following: peer mentor stipends, state test facilitators, consultants, IEP administrative coverage, or any other similar non-staff position.
2. Matrix retirees employed by the Board in a continuous acting assignment longer than fifty-nine (59) consecutive working days, but less than ninety (90) consecutive working days shall be placed on the proper pay band and step of the matrix job they are acting in, when the matrix retiree reaches the fifty-ninth (59th) day he/she shall be paid at the current daily rate back to the first (1st) day of the continuous acting assignment. Once a matrix retiree is placed on the matrix and the current continuous acting assignment ends, he/she shall have a ten (10) day “bridge” period which will allow the matrix person to keep his/her current matrix placement provided that he/she is assigned to another long term (lasting twenty [20] working days) matrix assignment within the ten (10) working day “bridge” period.
3. Matrix retirees employed by the Board in a continuous acting assignment of ninety (90) working days or longer

(assuming TAAP has approved extending the acting assignment) will continue to be paid at the current daily rate for all days in any acting assignment during the remainder of the fiscal year in which they attained the ninety (90) days and shall receive all fringe benefits, all leaves, and other conditions of employment provisions and remedies of this agreement, except as noted herein.

4. Retired matrix persons who are employed as contract matrix persons are members of the bargaining unit, and shall be entitled to health insurance effective January 1, 2009 but shall not be entitled to severance payment, or life insurance.
5. Retired matrix persons employed by the Board in acting assignments are members of the bargaining unit, but shall not be entitled to severance payments, health insurance, or life insurance.
6. TAAP and the Board agree that should the Board desire to re-hire a TAAP Retiree for a position(s) deemed critical to the operations, the District and TAAP will develop a memorandum of understanding that describes the duties and conditions of the employment. The contract will be for a limited duration and non-renewable unless an extension is agreed to by TAAP and the Board. TAAP agrees that the superintendent, after consultation with the TAAP President, has sole authority to select the individual for consideration for re-hiring under this provision. Any retiree re-hired under this provision shall receive the entry level salary for that position and will not be eligible to receive any other economic incentives.

ARTICLE XXXI – ECONOMIC AND FRINGE BENEFITS

A. Matrix Work Year Flexibility

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

B. Base Matrix Work Year

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

C. Matrix Salary Schedules

See Appendix N.

D. Longevity Pay

Has been built into all salary schedules.

E. Educational Incentives

1. Matrix persons who earn the following degrees, provided the degree(s) are not required for their matrix assignment (journeyman cards and trade licenses are excluded from this language and will be paid irrespective of whether they are required for the job) shall be paid the amount listed below in addition to their regular salary.
 - a. The matrix person having both an Associate degree and a Bachelor degree (other than the degree required for their assignment) shall receive a maximum payment of \$988.00 8/1/2017, \$1,008 8/1/2018.
 - b. The matrix person having both a Bachelor degree and Masters degree (other than the degree required for their assignment) shall receive a maximum payment of \$1,066.00 8/1/2017, \$1,087 8/1/2018.
 - c. The matrix person having both a Specialist degree and a Masters degree (other than the degree required for their assignment) shall receive a maximum payment of \$1,355.00 8/1/2017, \$1,383 8/1/2018.
 - d. The matrix person having both a Specialist degree and a Doctorate degree (other than the degree required for their assignment) shall receive a maximum payment of \$2,131.00 8/1/2017, \$2,174 8/1/2018.
2. Licenses
 - a. Matrix persons who earn a job related license, provided the license is not required for the matrix position, or matrix persons who upgrade a job related license, shall be paid the appropriate rate for a license in addition to their regular salary.
3. Graduate Hours
 - a. Payment shall be made at the rate of Forty-nine and 54/100 dollars (\$49.54) per semester hour earned above the Masters degree. Payment shall not be made until fifteen (15) graduate level semester hours are accumulated. The maximum accumulation of hours eligible for payment un-

der this provision is sixty (60) quarter hours or the equivalent of a doctorate.

4. Continuing Education Units
 - a. Payment shall be starting 8/1/17 made at the rate of Forty-nine and 54/100 dollar (\$49.54) per semester hour:
Payment shall be starting 8/1/18 made at the rate of Fifty and 53/100 dollar (\$50.53) per semester hour based on the following formula:
Ten (10) seminar instructional hours equals one (1) continuing education unit.
Ten (10) continuing education units equals one (1) semester hour.
Payments shall be made for each semester hour earned once fifteen (15) semester hours have been accumulated. The maximum accumulation of hours available for payment under this provision is sixty (60) semester hours.
5. Maximum Accumulation
 - a. Maximum accumulation of graduate hours and/or Continuing Education Units is sixty (60) semester hours.
6. Procedure for payment of Educational Incentives (degrees and graduate hours) for full-time and part-time matrix employees.
 - a. In order for any matrix person (full time or part time) to be eligible for full payment of Educational Incentives (degrees and graduate hours) he/she must work his/her assigned work year.
 - b. When a part time matrix person completes his/her scheduled work year he/she will receive, by separate check if possible, the difference between the money he/she has already been paid out for his/her Educational Incentives (degrees and graduate hours) and the total amount remaining for the appropriate payment.

F. Severance

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

Years of Service Payment	
8 to 19.99	33 1/3% accumulated sick leave
20 or more	70% accumulated sick leave

Matrix persons with nineteen (19) years of service or less must retire and actually draw benefit checks from STRS/SERS to qualify. Matrix persons with twenty (20) years of service or more must exercise one of the options under STRS/SERS. This can include the option of withdrawing

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

G. Accumulated Sick Leave Paid as a Death Benefit

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

H. Hourly Rate

1. Effective 8-01-17 the TAAP Hourly Rate will be twenty-seven dollars and eighty five cents (\$27.85).
2. Effective 8-01-18 the TAAP Hourly Rate will be twenty-eight dollars and fourty one cents (\$28.41).
3. Effective 8-01-19 the TAAP Hourly Rate will be twenty-eight dollars and fourty one cents (\$28.41).

I. Supplemental Contracts

This section concerning supplemental contracts has been reduced to include only district wide supplementals that will be paid. **See a list is in Appendix O**

All supplemental contracts will be calculated based on a one hundred ninety (190) day work year. The following supplemental contracts are utilized in calculating daily rate: peer mentor/trainer, Principal Mentor, TAAP Leadership Program Director. Supplemental contracts must be negotiated between the TAAP President and the Deputy Superintendent in accordance with the TAAP Agreement.

J. Mileage

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

K. Use of Board Owned Vehicles

1. Board owned vehicles shall be used strictly for Board of Education business, during working hours.
2. Board owned vehicles shall not be driven home unless specifically authorized by the appropriate division head.
3. If it is necessary for any matrix person to use his/her personal vehicle outside working hours on official school business, he/she shall be paid mileage subject to the provisions in Article XXX-K of the TAAP agreement.
4. If an employee who is required to drive a Toledo Board of Education motor vehicle as part of his/her

job is found to be uninsurable as determined by the fleet insurance carrier through the Bureau of Motor Vehicle Report, the employee shall immediately forfeit his/her entitlement to operate said vehicle. In the event of such forfeiture, an employee shall be required to perform his/her duties. All members of the Toledo Association of Administrative Personnel bargaining unit who are required to drive a Toledo Board of Education motor vehicle as part of his/her job shall report all convictions for moving violations forthwith to the Business Manager.

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

1. Whenever a matrix person is within two (2) years of retirement as defined by the appropriate retirement system, such matrix person may volunteer, subject to the approval of the Superintendent, or his/her designee, to accept a matrix position at a lower matrix pay band provided he/she indicates in writing to the Human Resources Office his/her intention to retire as defined above. Such matrix person shall continue to accrue the salary benefits of his/her previous matrix pay band.
2. A decision in writing to elect this option is irrevocable.
3. **Severance Pay Deferral Plan**
The Board has adopted the “National Government Employees Retirement Plan” and the “Tax Deferred Annuity Plan for Government Employees” Document with terms that comply with the requirements of this Paragraph S. Participation in the Plan shall be mandatory with payment of severance pay made to AIG or any second (2nd) company (i.e. ING) as agreed to by the Board and TAAP who meets all of the following requirements:
 - The employee is an employee after the date of the adoption of the Plan.
 - The employee retires and thereby becomes entitled to severance pay under Article XXXI-F, or a retirement declaration also under Article XXXI-F of the TAAP Agreement.
 - The employee’s date of separation from service is in or after the calendar year in which the employee is or will be age fifty-five (55) years old. The terms of the Plan shall include the following:
 - If a retiring employee is a participant in the Plan, in lieu of the employee receiving a cash payment

under Article XXXI-F and/or making a retirement declaration under Article XXXI-F of the TAAP Agreement, and/or a cash payment of any unused Personal Leave, as is provided in Article XX-VII-H-3-4 of the TAAP Agreement (collectively, “Severance Pay”), an employer contribution shall be made on his or her behalf under the Plan in an amount equal to the lesser of:

- a. The total amount of the Participant’s Severance Pay, or
 - b. The maximum contribution amount allowable under the terms of the Plan.
- The required contribution to the Plan shall be made within thirty (30) days of the effective date of retirement, provided the retiring employee has provided evidence of retirement under the State Teachers Retirement System (or, if applicable, another state retirement system).
 - The Plan Year shall be from July 2 through July 1, with the first Plan year beginning July 2.
 - If a retiring employee is a participant in the Plan, in lieu of the employee receiving a cash payment of Severance Pay, an employer contribution shall be made on his or her behalf under the Plan in an amount or equal to the employee’s Severance Pay that exceeds the maximum contribution amount allowable under the Plan.
 - Payment shall be made to the Plan at the same time that payment is made to the 401(a) Plan; provided, however, that if the amount to be paid to the 403(b) Plan for any year exceeds the maximum amount that may be paid into the 403(b) Plan for such year, the excess shall be carried over up to two subsequent years and then paid into the 403(b) Plan. If there is an excess amount remaining after two subsequent years, it shall be paid to the employee in cash upon last payment to the 403(b) Plan. If an employee has retired, he/she is entitled to have a contribution paid to AIG and/or a second (2nd) company (i.e. ING) and dies prior to such contribution being paid to the Plan, the contribution shall nevertheless be paid to the AIG and/or other Plan and then be paid to the Beneficiary of the employees in accordance with the terms of the Plans. All contributions to the Plan(s), and any cash payments required hereunder, shall be subject to reduction for any tax withholding or other withholding that the

Treasurer, in his/her sole discretion, determines is required by law. Neither the Board nor TAAP guarantee any tax or investment results associated with the Plan.

M. Redeployment

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

N. Employee's Contributions to STRS/SERS

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

O. Tax Shelters

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

P. Insurances

1. Health Insurance

Following is a general description of benefits. These benefits may be amended as approved by the Insurance Committee or as needed by changes in state or federal law. Please contact the Benefits Department for a summary of the insurance plan or questions on coverage.

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

employee's spouse turns age 65 and the spouse is a covered dependent under the Board's health insurance, the spouse will be primary under the Board's health insurance and secondary under Medicare insurance.

2. Types of Coverage

a. Hospital, Surgical, and Supplemental Major Medical

The Board shall provide to each member of the bargaining unit, except as set forth herein, Hospitalization/Surgical and Major Medical insurance on a pre-tax or after tax basis. Depending on the medical option (Option 1, 2, or 3) selected, (i) a premium contribution may be applicable, (ii) there may be an In-Network or Out-of Network per person or family deductible applicable, and (iii) there may be an In-Network or Out-of Network per person or family coinsurance applicable. Option 1, 2, or 3 co-payment for in-network primary care physician office visits is \$15.00 per visit. There is a maximum benefits payable per lifetime as provided by the Summary Plan Description (SPD) for all covered services. There are no pre-existing condition limitations associated with any of these benefits through the new hire enrollment or annual open enrollment. All levels of benefits are ultimately determined and may be changed from time to time by the Toledo Public Schools Insurance Committee. If the employer desires to change the insurance carrier, the employer shall notify the union thirty (30) days prior to the planned change. The union and the employer shall meet to discuss this matter and the union shall have the right to file a grievance if the union does not agree with the planned change. The change shall not be instituted until the grievance procedure has been exhausted.

b. Dental

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

c. Prescription Drug

The Board shall provide to each member of the bargaining unit, except as set forth herein,

Prescription Drug insurance on a pre-tax or after tax basis. Depending on the employee options as provided by the SPD, which may be changed from time to time by the Toledo Public School Insurance Committee.

d. Optical

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

e. Life insurance

The Board shall provide term life insurance to each eligible member of the bargaining unit during the duration of their employment in the following amount: \$50,000. A standard disability waiver of premium is included in the policy.

3. General

a. Effective date of coverage for new employees is the date of hire. The effective date of coverage for present employees not enrolled in the plan is the date established at the regular open enrollment periods. There will be an active enrollment of employees where plans are presented to them and each employee completes an enrollment form and payroll deduction authorization. If employees do not complete necessary paperwork within the predetermined deadline, they will automatically be placed in Plan Option 1. Option to change plans will be made available annually during an open enrollment period. The open enrollment period will be determined by the Insurance Committee. The open enrollment period will normally be held during a three week period beginning the last week of July through the first week of August. It would have an effective date of September first. Effective date of coverage for spouse and dependents are the same as employees. Spouses are eligible for coverage provided they comply with the spousal eligibility criteria set forth in this article.

b. Exhaustion of sick leave or absence without pay when an employee is on approved sick leave or absence without pay, the employer will pay for insurance coverage as detailed above for the remainder of the month they are on payroll, plus

two (2) additional months. Life insurance coverage shall be extended for the balance of the month, plus eleven (11) additional months. Thereafter, employees shall be permitted to purchase insurance coverage while on leave status pursuant to COBRA regulations.

c. Death benefit

If an eligible member of the bargaining unit dies, the Board will continue coverage for the rest of the month in which the death occurred, plus one (1) additional month, or until other coverage can be obtained, whichever is sooner. Thereafter, family members of the deceased employee shall be permitted to purchase insurance coverage through COBRA regulations.

d. Spouse and/or dependent eligibility

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

- a) In order for any spouse of an eligible employee to be covered under the Board's hospital, surgical, supplemental major medical, and prescription drug plans, spouses of Toledo Public School employees are required to enroll in their employer's single health and prescription plans as primary, if available and eligible, regardless of any monthly payroll reduction that might be required or monetary incentive that might be offered in lieu of coverage through their employer will not be eligible for Toledo Public Schools coverage. Once a spouse is compliant with this language, they shall be eligible for secondary coverage under a Toledo Public Schools Plan. An eligible employee, whose spouse is a retired employee of Toledo Public Schools with at least ten (10) years fulltime service and whose spouse is eligible for STRS and SERS health care benefits, may elect to cover the spouse as primary under the Toledo Public Schools and will pay the secondary coverage monthly rate. The retired spouse does not have to enroll in STRS or SERS health insurance coverage. However, should such retired spouse become employed, they are required to

enroll in their employer's single health and prescription plan as primary, if available and eligible, regardless of any monthly payroll reduction that might be required or monetary incentive that might be offered in lieu of coverage. Spouses who accept a different benefit or cash incentive in lieu of coverage through their employer will not be eligible for Toledo Public Schools coverage. Once a spouse is compliant with this language, they shall be eligible for secondary coverage under a Toledo Public Schools plan. Spouses do not have to enroll in dental or optical plans but are encouraged to do so. An available employer/government sponsored plan means any plan made available to the spouse during employment or as a retiree, for which the spouse is/was eligible, and includes any period of health care continuation coverage available to the spouse under COBRA or other applicable laws.

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

menting the spouse's primary coverage and (2) by contributing to the monthly premium through a payroll deduction plan. The spouse contribution for secondary coverage shall be the established rate.

- d) Any employee on the ten (10) month pay plan who becomes eligible for benefits after January shall be required to pay any outstanding balance due for the spousal portion of the premium for the summer months at the time of enrollment. Failure to submit such payment at the time of enrollment will result in no spousal coverage for that year. Spouses would be eligible for benefits only during the next open enrollment period or as specified in this agreement.
- e) The Board shall make available a Section 125 Flexible Benefits Plan to employees electing to enroll in this program to cover spouses. Bargaining unit members married to other Toledo Public Schools employees who are also eligible for hospitalization, surgical, supplemental major medical and prescription drug coverage shall not be required to contribute a monthly premium for spouse coverage.

2. Dependent Eligibility

Dependents are covered through the end of the calendar year in which they reach age 26. Dependents of Toledo Public School employees who work and are eligible and provided health benefits by their employer are required to enroll in their employer's health and prescription plans as primary. They may participate as secondary under the Toledo Public Schools plan. Should their employment cease and they retain dependent status they are not required to take a COBRA plan and are eligible for primary coverage under the Toledo Public Schools plan. If a dependent declines hospitalization coverage as specified above because he/she elected a different benefit or cash payment when employer provided, said dependent shall not be eligible for Board coverage. No spouse or dependent shall lose access to coverage through TPS as a result of TPS's requirement to wait for an open enrollment period, or as a result of a preexisting condition in such other policy.

3. Eligible Employees married to other eligible employ-

ees

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

4. Equity of Healthcare Program Options

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

5. Layoffs

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

6. Disability retirement-optional insurance benefits

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

7. COBRA

Benefit coverage under the COBRA regulations for eligible employees, spouses, and dependents who are no longer eligible for coverage due to separation from employment, layoff, death, divorce, or legal separation, retirement, dependent reaching age limitations, etc., are as follows: Pursuant to 4117.10 (A) and in lieu of the requirements of O.R.C. 3313.202 and O.R.C. 3923.28, it is hereby provided that, effective July 1, 1988, Title XXII of the Public Health Service Act, 42 U.S.C. #201, et. Seq., solely, shall specify the Board's obligations to offer continuation of group health care benefits to covered employees and their qualified beneficiaries, as those terms are defined in the Public Health Service Act. Additionally, the parties agree that the Board's obligation to carry employees on its payroll records under O.R.C. 3313.202, or the terms of this agreement as it pertains to group life or any insurance other than group health care benefits covered by the Public Health Service Act, shall be limited to the length of time permitted by the Board's insurance carrier(s) or twelve (12) months, whichever is less. The time provided for purchase of benefits under COBRA shall not be added to any time for which benefits are already provided following a qualifying event whether or not this agreement requires the Board to pay any portion of the benefits after the qualifying event. This provision shall not be intended to remove the Board's obligation to pay for benefits otherwise agreed to in this contract. It is not the intent of the above language to reduce any benefits found elsewhere in this agreement. It is the employee's responsibility to notify the fringe benefits department of a qualifying event such as divorce or legal separation, death, or dependent reaching age limitation, etc., within 30 days of such event. Failure to do so will subject the employee to the provisions of section 4-b of this Article. Employees who access COBRA benefits are required to maintain the plan in which they participate at the time of the COBRA event.

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

8. Insurance Committee

a. The insurance committee shall consist of six (6) members: three (3) appointed by the Superinten-

dent and one each by TFT, AFSCME, and TAAP. This committee shall perform functions as required by this agreement to implement health care provisions. The administration represented by the Superintendent's three (3) appointments and the unions represented by TFT, AFSCME and TAAP shall each represent fifty percent (50%) of the committee.

- b. Interest money from the self-insurance fund accrued during the life of this contract shall be applied for benefits and/or increased medical costs as determined by the insurance committee.
- c. The investment fund balance is determined by accumulating the monthly premiums less an amount set by the insurance committee necessary to maintain an adequate run-out balance, less paid claims and less ASO costs. Interest earnings are computed monthly and added to the investment fund balance.
- d. The Board agreed to explore with TAAP, TFT, and AFSCME the feasibility of extending certain insurance benefits not covered by the applicable retirement system to employees who are retiring. It is understood by all parties that impact on insurance experience, and cost containment are factors which shall be given equal consideration in any exploration. In the event that it is agreed to extend such benefits, it is further understood that such benefits would be extended to those employees retiring at their own expense pursuant to COBRA rates.

9. Wellness Programs

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

- Asthma
- Diabetes
- Congestive Heart Failure
- Transplant Network

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

ARTICLE XXXII – NO STRIKE CLAUSE

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

ARTICLE XXXIII – ELIMINATION OF ME TOO PROVISIONS

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

ARTICLE XXXIV – DURATION AND RENEWAL

This agreement shall become effective as of July 1, 2017, and shall be in effect through June 30, 2020 . This agreement shall be automatically renewed from year to year for one (1) year periods unless either party gives written notice to the other party by certified mail at least sixty (60) days prior to June 30, 2020, (or any annual renewal period thereafter) of its desire to amend or terminate this agreement.

**APPENDIX A
REQUEST FOR MEETING**

Date:

To:

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

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

Supervisor's Signature

Date

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

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

Supervisor's Signature

Date

Matrix Employee's Signature

Date

TAAP Representative's Signature

Date

APPENDIX B
“Acting Matrix Assignment”
Evaluation Forms

Use the appropriate form as agreed to by the Board and TAAP consistent with ORC and Board Policy.

APPENDIX C

This space has been intentionally deleted and left blank.

APPENDIX D

Student Discipline

Student Discipline is covered by TPS Board Policy section J, Students, and specifically JGD, Student Suspension, and JGE, Student Expulsion . This policy may be found at TPS Homepage: www.tps.org or <http://www.boarddocs.com/oh/tps/Board.nsf/Public#>

APPENDIX E

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

PURPOSE

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

1. Provide academic and/or behavioral interventions for students who are experiencing learning problems. All referrals (completed teacher and/or parent Request For Assistance/Evaluation-PR-04, forms) will be submitted to the IRT for disposition. Referrals will be reviewed by the IRT to assist with considering existing and appropriate data, the intervention process, and to determine whether or not a disability is suspected, in accordance with due process.
2. Help teachers who request their assistance develop and implement interventions for students with learning and/or behavioral problems and at-risk students. The IRT will determine the appropriateness and adequacy of interventions. The IRT will review interventions which were implemented by a teacher prior to referral of a student for assessment and will

accept those interventions as qualifying for mandated interventions whenever possible.

3. Serve as an effective means of school community relations by providing an opportunity to involve parents in the development and implementation of intervention strategies for addressing their child's specific needs.
4. Provide documented efforts to meet individual learner needs.
5. The IRT chair and school psychologist should mutually establish a communication system to accommodate sharing information regarding student status.
6. Access the assistance of teacher Behavior Specialists as needed and desired.

Membership

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

It is strongly recommended that elementary IRTs include as core teacher members at least one teacher from the primary grade level and one from intermediate level as well as a special education teacher when available. It is recommended that senior high level core team teacher members of IRTs should include teachers from various subject areas as well as a special education teacher when available. Elementary School Buildings with an enrollment over 600 students may apply for additional teacher members to serve on their IRT one additional teacher member for every 100 students over 600. A request from the Building Representative, school psychologist, and Principal to the IRT Standing Committee prior to April 30th of the preceding school year would be required.

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

IRT teacher members may serve a maximum of five consecutive years, at which time one teachers will be rotated out of team membership. In the event that more than one teacher member has served five consecutive years a tie breaker will be used (as determined by lot or another method determined by a school's Federation building committee). A former IRT

teacher member may reapply two years after rotating out. Teacher members may be replaced at the discretion of the building committee, following consultation with the IRT and TFT members serving on the IRT Standing Committee. An IRT chairperson will be elected in May for the succeeding school year by a consensus of IRT members (teachers appointed for the succeeding school year, the Building Principal, the psychologist). The Building Rep will conduct this election. Self-nominations must be submitted to the Building Rep at least 3 days prior to the announced election date. Teacher members will have the first option of serving as chairperson. Only one chairperson shall be designated. Co-chairs will not be recognized, nor can the chair stipend be shared.

Service Delivery Models

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

Professional Development

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

Application

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

APPENDIX E-1

Definition of Counseling Services

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

Definition of Related Services

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

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

1. Counseling is required for the student to attain IEP goals and objectives.
2. The student’s characteristics that require counseling within the learning environment involve an underlying foundation/requisite skill(s) necessary for learning.
3. Counseling services are highly specialized, specific and provided for a specified frequency and duration.
4. Counseling services are provided within the guidelines of least restrictive environment.

Determination of Need for Counseling as a Related Service

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

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

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

Spontaneous: The task behavior is self-initiated.

APPENDIX F

Final Agreement - TAAP/TPS/TFT

November 4, 2011

Guidelines for Cross-Categorical Special Education Classes (CCSE)

1. Cross-categorical special education classes will be only one part of the TPS continuum of special education services. Self-contained, resources, and in-class support, will continue to be an integral part of the continuum. These cross-categorical classes will be CCSE self-contained or CCSE resource.
2. CCSE classes may be developed to provide cross-categorical resource services and encourage collaboration between regular and special educators. CCSE classes will be designed to provide services to identified special education students with mild/ moderate academic disabilities as determined by the individual education program.
3. Teachers certified in any of the identified disabilities being served or holding the required license in a cross-categorical class may bid on that class.
4. Students whose behavior is a primary consideration in their disability should not be considered for placement in cross-categorical classes not specifically designed to meet their needs.
5. CCSE self-contained class size will not exceed twelve (12) students.
6. A CCSE self-contained class which includes a disability that requires para-professional services by state standard or by contract shall be provided with a para-professional.
7. All CCSE resource classes with class lists exceeding twelve (12) students will be provided with a para-professional.
8. CCSE resource teachers must have common planning time scheduled with general education teachers serving the same students, not to exceed planning times as outlined in Article IV, (Teaching Assignments G.7&11).

APPENDIX G

[TAAP and the Board agree to use the appropriate State formula]

Shown is the Intern Psychologist Salary Schedule of July 1, 2008 less 2.5% reduction

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

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

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

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

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

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

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

Applications and portfolios shall be sent to the Student Services Office, Room 109, Thurgood Marshall Building, 420 East Manhattan Boulevard, Toledo, Ohio 43608-1267.

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

/s/ Richard Daoust /s/ David E. McClellan
Deputy Superintendent President, TAAP
/s/ Philip J. Rusche /s/ Edward D. Fiscus
Dean, College of Education Bowling Green State
University of Toledo University
3-17-99

APPENDIX I

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

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

DATE: June 24, 1980

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

APPENDIX J

TOLEDO PUBLIC SCHOOL RETURN TO WORK/TRANSITIONAL WORK PROGRAM

Statement of Policy

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

For Employee

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

For Management

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

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

Goals & Objectives

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

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

Return to Work Options

When an injury occurs, the employer's intent is to return the employee to work as quickly as circumstances permit, as determined by the provider of record. Instead of waiting until an injured employee reaches maximum Medical improvement (MMI), or 100 percent recovery, to bring the employee back to work, the focus should be on what the employee can do during recovery to accommodate the injury or disability. (One hundred percent recovery means the employee has regained his or her pre-injury physical capacity. MMI means the employee has recovered as much as possible.) Managed return to work options include job accommodation, temporary alternate or modified duty assignments, and transitional work. Positions identified for such assignments are not intended to replace vacant positions. Return to work positions are recognized as temporary positions, not eligible

for acting assignment payments. Such positions within the TAAP bargaining units are intended for TAAP employees, and not employees of any other bargaining unit, unless specifically agreed to by the TPS/TAAP workers' compensation committee.

Job accommodation.

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

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

Transitional work.

An important part of both job accommodation and temporary duty assignments is a concept known as transitional work (work hardening). With work hardening, injured employees may return to their regular job or an alternate job on a reduced schedule (in keeping with their medical restrictions), possibly working only a two to three-hour workday during early recovery. The number of hours gradually increases to keep pace with the employee's recovery and rehabilitation

and is tailored to the employee's changing medical restrictions. Other work hardening activities could include exercise programs to rebuild strength, and these could be obtained off-site in a hospital or rehabilitation center setting.

Coordinating with Treating Physician

A Toledo Public Schools program physician(s) and medical facility(s) shall be selected from submitted proposals and approved by the TPS/TAAP workers' compensation committee. Employees sustaining a work related injury that requires medical attention at a medical treatment facility (i.e., sprains, simple fractures, etc.) will receive treatment by a program physician or medical facility. The program physician, along with rendering a diagnosis and prognosis, will determine if the employee is capable of returning to work, and under which option as described above. This plan will include any necessary rehabilitation plan to be followed, the approximate duration of any return to work assignment, and indicate any physical therapy the injured employee may require. The program physician(s) may require follow-up medical evaluations. Employees sustaining a work related emergency/trauma injury (ie., life threatening, severe body injury) may be treated at any medical treatment facility to which emergency medical personnel transport them. The employee will subsequently be examined by the program physician. The designated program physician will determine if the employee is capable of returning to regular duties; or, if restricted, returning to work under the options as described above. This plan will include any necessary rehabilitation plan to be followed, the approximate duration of any return to work assignment, and indicate any physical therapy the injured employee may require. The program physician(s) may require follow-up medical evaluations. An employee may, after the initial evaluation by the program physician, elect to continue treatment with their personal physician provided the program physician's recommendations are followed. The employee will sign any necessary waivers to allow their personal physician(s) to release information to the program physician. The employee's personal physician will be the physician of record for Workers' Compensation purposes. Upon the program physician's determination that an injury requires the employee to be off work, wherein the employee reports said injury within twenty-four (24) hours of the incident of illness or injury, paid leave shall be granted by the employer. If the opinion of the employee's physician conflicts with that of the program physician and such opinion is presented to the employer in three (3) work days of the program physician's evaluation, and if the physicians cannot

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

Compensation

An employee working in the return to work/transitional work program will be compensated at their regular rate of pay. An employee shall be given up to two (2) hours released time, if needed, to attend workers' compensation hearings. An injured employee will make every effort to schedule follow-up examinations and/or physical therapy during non-working hours. These appointments shall be coordinated with Toledo Public School's Managed Care Organization. If scheduling during non-working hours is not possible, an employee shall be given up to two (2) hours release time, if needed, for follow-up appointments and/or physical therapy appointments.

Permanent Restrictions/Disability

In the event that an employee cannot be returned to work due to permanent restrictions in their regular job or alternate position, or is applying for a disability retirement, and if the employee has followed the wage continuation program, the employer will continue wage continuation for a period of

forty-five (45) days in addition to the two (2) years of wage continuation for which the employee is eligible. Human Resources will continue to review the vacancy list every two weeks for a position which the employee would qualify. Where appropriate, if the employee qualifies for Bureau of Workers' Compensation rehabilitation, the employer will cooperate with the Bureau of Workers' Compensation in allowing on-the-job training to help qualify the injured worker for a position.

APPENDIX K

**Current Health Care Plan Options
FORM 1**

Toledo Public Schools

Outline of Medical Benefits & Employee Costs

Effective 9/1/2017

BENEFIT SUMMARY - PRODUCT	OPTION 1	OPTION 2	OPTION 3	OPTION 4 PARAMOUNT
	IN-NETWORK	IN-NETWORK	IN-NETWORK	IN-NETWORK
OFFICE VISIT CO-PAY	\$15	\$15	\$15	\$5
PREVENTIVE CARE	100%	100%	100%	100%
DEDUCTIBLE SINGLE FAMILY	\$1,000 \$2,000	\$500 \$1,000	\$250 \$500	\$250 \$500
CO-INSURANCE SINGLE FAMILY	80% 80%	80% 80%	90% 90%	90% 90%
OUT OF POCKET LIMIT (Includes Deductible & Co-insurance) SINGLE FAMILY	\$5,000 \$10,000	\$3,500 \$7,000	\$1,750 \$3,500	\$1,750 \$3,500
EMERGENCY ROOM CO-PAY	\$100	\$100	\$100	\$100

Your Deductible, Co-Insurance and Out-Of-Pocket limit runs from September 1, 2017 through August 31, 2018.
Amount of Employee Deduction (10 mo. column applies if paid over 10 months and 12 mo. column applies if paid over 12 months)

	Option 1		Option 2		Option 3		Option 4	
	Effective 9/1/2016		Effective 9/1/2016		Effective 9/1/2016		Effective 9/1/2016	
	10 Mo.	12 Mo.	10 Mo.	12 Mo.	10 Mo.	12 Mo.	10 Mo.	12 Mo.
Emp. Only	\$95.18	\$79.32	\$98.27	\$81.89	\$103.42	\$86.18	\$95.18	\$79.32
Emp. & Children	132.17	110.14	149.71	124.76	160.01	133.34	132.17	110.14
Emp. & Spouse (Pri)	195.04	162.53	201.22	167.68	211.52	176.26	195.04	162.53
Emp. & Spouse (Sec)	126.02	105.02	129.10	107.58	134.26	111.88	126.02	105.02
Emp. & Retired (TPS) Spouse (Pri)	126.02	105.02	129.10	107.58	134.26	111.88	126.02	105.02
Emp., Ret. TPS Sp (Pri) & Children	203.72	169.77	211.52	176.26	221.87	184.89	203.72	169.77
Emp., Spouse (Pri) & Children	215.64	179.70	223.88	186.57	236.24	196.87	215.64	179.7
Emp., Spouse (Sec) & Children	203.72	169.77	211.52	176.26	221.87	184.89	203.72	169.77

	DENTAL		VISION	
	Effective 9/1/2017		Effective 9/1/2017	
		12 Mo.		12 Mo.
Emp. Only	\$5.16	\$4.30	\$0.92	\$0.77
Spouse Only	5.16	4.30	0.92	0.77
Children Only	4.56	3.80	0.89	0.74
Employee & Children	8.88	7.40	1.67	1.39
Spouse & Children	8.88	7.40	1.67	1.39
Employee & Spouse	13.1	10.92	2.45	2.04
Employee, Spouse & Children	14.56	12.13	2.72	2.27

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

Maintenance drugs (30 day supply only) at retail on the 4th fill and thereafter, will cost employee/dependent two (2) co-pays to fill supply will be \$5.00 for generic drugs; \$25 for Formulary Brand; and \$40 for Non-Formulary Brand drugs.

APPENDIX L

This appendix has been deleted and intentionally left blank.

APPENDIX M

TAAP LEADERSHIP MODEL AGREEMENTS

TAAP and the Administration acknowledge that the TAAP LEADERSHIP MODEL has the same force and effect as the this Collective Bargaining Agreement but is subservient to the CBA.

MEMORANDUM OF UNDERSTANDING BETWEEN BOWLING GREEN STATE UNIVERSITY (BGSU) AND THE TOLEDO PUBLIC SCHOOLS (TPS) AND THE TOLEDO ASSOCIATION OF ADMINISTRATIVE PERSONNEL UAW LOCAL 5242 (TAAP)

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

URBAN LEADERSHIP DEVELOPMENT PROGRAM

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

I. Identifying and Training Future Urban Leaders

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

a. Criteria for Selection

1. The criteria for selection will be established by the Urban Leadership Development Program Board of Trustees to include the following:
 - successful teaching under a standard contract and certificate
 - successful completion of a background check by the Human Resource Office
 - compliance with the Bowling Green Graduate School Entrance requirements.
2. Individuals nominated, as well as, other interested individuals will be invited to a general information meeting. At the general information meeting the Urban Leadership Development Program will be explained and the

necessary application materials required for full admission to the program will be distributed.

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

II. Mentoring the ULDP Cohort Members

Participants will be mentored through the TAAP Steering Committee Program.

a. Purpose

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

b. Selection Process

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

III. Empowering Current Urban Leaders

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

a. Purpose

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

calendar and the time will not be made up.

THE URBAN LEADERSHIP DEVELOPMENT PROGRAM BOARD OF TRUSTEES

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

Four (4) Representatives of the Bowling Green State University

Four (4) Representatives of the Toledo Public Schools

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

Local 5242

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

THE URBAN LEADERSHIP DEVELOPMENT PROGRAM BOARD OF TRUSTEES EMPOWERMENT

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

1. Establish the selection criteria for ULDP applicants.
2. Select the ULDP cohort maintaining the ULDP commitment to diversity and select ULDP from the applicants currently serving in a matrix administrative capacity.
3. Establish the ULDP Trustee meeting dates, times, and locations.
4. Maintain the collaboration and input of the Bowling Green College of Education while exploring the inclusion of other Bowling Green Colleges.
5. Review and approve the content of course offerings recognizing the characteristics of the Toledo Public Schools and the challenges faced by T.P.S. administrators while at the same time exposing the ULDP Cohort to best practices and research on the national level.
6. Collaboratively identify, recommend, and approve instructors to Bowling Green State University utilizing where appropriate T.P.S. personnel as instructors or participating in University training.
7. Activate a recruiting plan that results in a diverse cohort of administrative candidates.

8. Explore ways to expand the ULDP cohort to other districts.
9. Consider other T.P.S. administrative needs (i.e. curriculum directors, business directors, special education matrix persons etc.); but, understanding the primary training and field experience will be in building level positions and ULDP cohort members will be expected to serve an acting assignment in a building.
10. Development and implement three (3) ULDP cohort evaluation windows: at the conclusion of year one; after ULDP cohort members have participated in acting assignments; and, at the end of any academic course.
11. Remove a ULDP cohort member from the program. This decision by ULDP Board plurality vote based on, but not limited to:
 - attendance and timelines
 - University class performance
 - payment of all fees and fines on a timely basis
 - difficulty or negative evaluations in acting assignment
 - any other good and/or just cause
12. Engage in an ongoing assessment of the Urban Leadership Development Program.

URBAN LEADERSHIP KNOWLEDGE AND SKILL BASE

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

- Multi-Cultural Diversity
 - Team Building – Collaboration
 - Action Based Research
 - Conflict and Dispute Resolution
 - Practical Expertise in Special Education Problems
- These core concepts will be key themes included where applicable in the performance-based licensure program which has the following competency areas established for beginning administrators:
- Facilitating the Vision
 - School Culture and Instructional Program
 - Managing the Organization
 - Collaboration and Community Engagement
 - Ethics and Integrity
 - Understanding Publics

All courses developed for the program will meet the Ohio Principals Evaluation System (OPES) and all other accreditation standards for the department.

URBAN LEADERSHIP DEVELOPMENT PROGRAM COORDINATOR

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

1. Establishing a job description.
2. Conducting, interviewing and hiring a candidate.
3. The pay for the Coordinator shall be twenty thousand dollars (\$20,000) per year

FINANCING THE URBAN LEADERSHIP DEVELOPMENT PROGRAM

1. T.P.S. agrees to establish a line item of funding
2. It is further understood that the ULDP Trustees are authorized to seek and secure additional funding (through grants) to off-set the costs of the ULDP.

ADJUSTING THIS MEMORANDUM OF UNDERSTANDING

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

APPENDIX N

2017 - 2018												
Effective	Entry Level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	
Aug-17	799-1000	\$ 93,381	\$ 94,439	\$ 95,497	\$ 96,555	\$ 97,614	\$ 98,672	\$ 99,730	\$ 100,788	\$ 101,847	\$ 102,905	\$ 103,963
	700-798	\$ 81,895	\$ 84,966	\$ 87,630	\$ 88,688	\$ 89,746	\$ 90,804	\$ 91,862	\$ 92,920	\$ 93,978	\$ 95,036	\$ 96,094
	624-699	\$ 75,765	\$ 79,963	\$ 84,161	\$ 85,062	\$ 85,962	\$ 86,862	\$ 87,763	\$ 88,663	\$ 89,563	\$ 90,464	\$ 91,364
	590-623	\$ 73,901	\$ 75,723	\$ 77,543	\$ 78,443	\$ 79,344	\$ 80,244	\$ 81,145	\$ 82,046	\$ 82,946	\$ 83,847	\$ 84,747
	522-589	\$ 68,258	\$ 71,010	\$ 73,762	\$ 74,890	\$ 76,018	\$ 77,145	\$ 78,273	\$ 79,400	\$ 80,528	\$ 81,656	\$ 82,783
	472-521	\$ 66,902	\$ 67,795	\$ 68,688	\$ 69,581	\$ 70,474	\$ 71,368	\$ 72,261	\$ 73,154	\$ 74,047	\$ 74,941	\$ 75,834
	418-471	\$ 61,107	\$ 62,398	\$ 63,689	\$ 64,980	\$ 66,271	\$ 67,562	\$ 68,853	\$ 70,144	\$ 71,435	\$ 72,726	\$ 74,017
	314-417	\$ 59,725	\$ 61,014	\$ 62,303	\$ 63,593	\$ 64,882	\$ 66,172	\$ 67,461	\$ 68,751	\$ 70,040	\$ 71,330	\$ 72,619

2018 - 2019												
Effective	Entry Level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	
Aug-18	799-1000	\$ 95,248	\$ 96,328	\$ 97,407	\$ 98,487	\$ 99,566	\$ 100,645	\$ 101,725	\$ 102,804	\$ 103,884	\$ 104,963	\$ 106,042
	700-798	\$ 83,533	\$ 86,665	\$ 89,383	\$ 90,462	\$ 91,541	\$ 92,620	\$ 93,699	\$ 94,778	\$ 95,858	\$ 96,937	\$ 98,016
	624-699	\$ 77,280	\$ 81,562	\$ 85,845	\$ 86,763	\$ 87,681	\$ 88,600	\$ 89,518	\$ 90,436	\$ 91,355	\$ 92,273	\$ 93,191
	590-623	\$ 75,379	\$ 77,237	\$ 79,869	\$ 80,796	\$ 81,724	\$ 82,652	\$ 83,579	\$ 84,507	\$ 85,435	\$ 86,362	\$ 87,290
	522-589	\$ 69,623	\$ 72,430	\$ 75,238	\$ 76,388	\$ 77,538	\$ 78,688	\$ 79,838	\$ 80,988	\$ 82,139	\$ 83,289	\$ 84,439
	472-521	\$ 68,240	\$ 69,151	\$ 70,062	\$ 70,973	\$ 71,884	\$ 72,795	\$ 73,706	\$ 74,617	\$ 75,528	\$ 76,439	\$ 77,350
	418-471	\$ 62,329	\$ 63,646	\$ 64,963	\$ 66,279	\$ 67,596	\$ 68,913	\$ 70,230	\$ 71,547	\$ 72,864	\$ 74,180	\$ 75,497
	314-417	\$ 60,919	\$ 62,234	\$ 63,550	\$ 64,865	\$ 66,180	\$ 67,495	\$ 68,811	\$ 70,126	\$ 71,441	\$ 72,756	\$ 74,072

2019 - 2020

Effective	Entry Level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
799-1000	\$ 105,611	\$ 106,808	\$ 108,005	\$ 109,202	\$ 110,399	\$ 111,596	\$ 112,792	\$ 113,989	\$ 115,186	\$ 116,383	\$ 117,580
700-798	\$ 92,622	\$ 96,094	\$ 99,108	\$ 100,304	\$ 101,501	\$ 102,697	\$ 103,894	\$ 105,090	\$ 106,287	\$ 107,483	\$ 108,680
624-699	\$ 85,688	\$ 90,436	\$ 95,184	\$ 96,203	\$ 97,221	\$ 98,239	\$ 99,258	\$ 100,276	\$ 101,294	\$ 102,312	\$ 103,331
590-623	\$ 83,581	\$ 85,640	\$ 88,559	\$ 89,587	\$ 90,616	\$ 91,644	\$ 92,673	\$ 93,701	\$ 94,730	\$ 95,758	\$ 96,787
522-589	\$ 77,198	\$ 80,311	\$ 83,424	\$ 84,699	\$ 85,974	\$ 87,249	\$ 88,525	\$ 89,800	\$ 91,075	\$ 92,350	\$ 93,626
472-521	\$ 75,664	\$ 76,674	\$ 77,685	\$ 78,695	\$ 79,705	\$ 80,715	\$ 81,725	\$ 82,736	\$ 83,746	\$ 84,756	\$ 85,766
418-471	\$ 69,110	\$ 70,570	\$ 72,031	\$ 73,491	\$ 74,951	\$ 76,411	\$ 77,871	\$ 79,331	\$ 80,791	\$ 82,251	\$ 83,711
314-417	\$ 67,547	\$ 69,005	\$ 70,464	\$ 71,922	\$ 73,380	\$ 74,839	\$ 76,297	\$ 77,755	\$ 79,214	\$ 80,672	\$ 82,130

APPENDIX O

Supplementals

Administrator Special Assignment
All City Sports Banquet
Coordinator YMOE YWOE
Director of Guidance Services
Elementary Counselor Career Development Coordinator
LPDC Chairperson
LPDC Committee
Per Mentor
Plato Summer Academy Coordinator
Plato Summer Academy Director
Special Education Re-evals (over 60)
TAAP Leadership Steering Committee
TAAP Program Director
Textbook Selection Committee
(outside of Curriculum Positions)
ULD Class Instructor

Acting Assignment
Overtime pay outside a person Job Description
Administrator on Special Assignment

I N D E X

Acting Assignments
 AFSCME into TAAP
 Compensation
 Definition
 Evaluation Regulations
 Guidelines
Additional Matrix Positions
Administrative Assistants
Administrative Responsibilities
Adoption Leave
AFSCME Transfers
Agency Shop
Alternative Schools
Alternative to Suspension/Expulsion (students)
Application for Matrix Position
Approval of Extended Time
Approval of Supplemental Time
Arbitration
Cost of
Attendance Forms
Benefits, Insurance
Board Owned Vehicles
Budget
Building Operator
Building Policy
Bumping Options
Bus Duty
Bus, Riding to Camp
Cafeteria Duty (elementary)
Cafeteria Worker
Capital Improvement Money
Certification Upgrade
Change in Classification
Classroom Assignment
Classroom Coverage by Matrix Person
Classroom Transfers
Closing of Schools
Calamity Days
COBRA
Coke Funds
Collaborative School/Department
Improvement Plan
Committees
Curriculum
Insurance
Matrix Review

Steering
TAAP Curriculum
Team Management
Compensatory Payment
Definition
Guidelines
Complaints
Against matrix employees
Sexual harassment
Continuing Disciplinary Investigation
Continuing Disciplinary Investigation Report
Continuing Education Units
Contracts
Demotion/uniform reduction plan.....
General provisions.....
Issuance/salary notices
Length of.....
Non-renewal
Renewal
Termination of
Counseling Services
Court Appearances.....
Cross-categorical Supervisors.....
Curriculum
Curriculum specialists/Instruction
facilitator
Instructional planning consultants
Joint curriculum committee.....
Project STAR
School improvement committee
School improvement plans
TAAP curriculum committee
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Curriculum Specialist
Custodial Personnel
Death Benefit
Death in the Family
Death of Staff Member
Decentralization.....
Definition of Acting Assignment
Definition of Extended Time
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Dependent Eligibility (insurance)
Direct Deposit
Disability Retirement.....

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Continuing disciplinary investigation report
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Informal level
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Elementary Staffing
Elementary Summer School.....
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Excluded Employees
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Exhaustion of Sick Leave.....
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Extended Time.....
Approval.....
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Extended Time - Work Day
Definition.....
Extension of work day
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Extension of Work Day.....
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Fair Practice
Family Medical Leave.....
Formal Procedure (grievance).....
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Grievance

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Arbitration
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Leadership program director
Leadership programs steering committee
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COBRA.....
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Hospital/surgical/major medical

Layoff
Life
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Prescription drug.....
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Extended illness.....
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Insurance coverage.....
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Military
Paternity.....
Personal.....
Political
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Previously accumulated sick leave.....

Professional leave
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Return to work
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Sick leave abuse
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Professional Growth Credits
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Sick Leave Paid as Death Benefit
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Notes:

Notes: