



TOLEDO  
FEDERATION OF  
TEACHERS  
AFT, AFL-CIO

**2008  
2010  
AGREEMENT**

**SUBSTITUTE TEACHERS**

(New TPS logo here)



## SUBSTITUTE TEACHER GUIDE

Welcome to the Substitute Teaching Staff of Toledo Public Schools. You are an integral member of our professional staff.

This Agreement has been designed to assist you in carrying out your assignments efficiently and to answer any questions you may have pertaining to those assignments. If you have any additional questions, please call the substitute office at 419-729-8296 or 419-729-8266, or the Federation at 419-535-3013.



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## TABLE OF CONTENTS

Article	Page
I Recognition; Definitions; Majority Rights; Agency Shop .....	1
II Assignments/Duties - Classifications I & II .....	8
III Refusals - Classifications I & II .....	10
IV General Evaluation .....	11
V Class III - Long Term Assignments .....	14
VI Class III - Continuous Building Substitutes .....	18
VII Discipline .....	21
VIII Compensation, Sick Leave, Extra Duties .....	23
IX Personnel Files .....	32
X Grievance Procedure .....	34
XI Staff Reduction .....	40
XII Duration & Renewal .....	40
Appendix A - Substitute Teacher Procedures/Regulations .....	42
Appendix B - Tutors and Hourly Teachers - Substitute Employment Rights .....	46
Rules Governing Recall from Layoff Status .....	46
Evaluation of First and Second Year Teachers, Four-Year Contract Teachers, and Other Certificated Personnel .....	47
Appendix C - Jury Duty .....	49
Appendix D - Memorandum of Agreement .....	51

## TABLE OF CONTENTS - Continued

Article	Page
Appendix E - Letter of Understanding.....	53
Appendix F - Directions to Schools .....	54
Appendix G - Forms .....	70
Index .....	75







## INDEX

Absentee Data Record .....	42
Agency Shop .....	5
Announcements .....	5
Arbitration (see Grievance Procedures)	
Assignments - Class I and II Substitutes	
acceptance of assignment .....	11
acceptance outside field .....	9,43
assignments .....	3,8
assignments priority .....	8
non-discrimination in .....	9
Notification of Intent Form .....	9,68
principal requests .....	8
reclassification .....	9
release from assignment .....	43
rotation .....	9
Substitute Assignment Reporting Form .....	9,69
unable to accept assignments .....	43
unable to return to assignment .....	43
Assignments - Class III Substitutes	
acceptance outside field .....	19,43
continuous building substitutes .....	3,18
long-term substitutes .....	3,14
priority assignments .....	15
qualifications for long-term assignment .....	17
unbroken service .....	17
Bargaining Unit	
definition .....	2
title changes .....	1
Board of Education	
appearances .....	4
definition .....	2
Building Representatives	
definition .....	2
performance of duties .....	6
Bulletin Boards .....	4

Call-In Pay .....	26
Changes of Name, Address, Phone .....	43
Class I Substitutes	
compensation .....	23,24,27
definition .....	3
discipline .....	21
holidays .....	25
inclement weather .....	25
interest in long-term assignments .....	9
notice of discharge .....	21,39
reclassifications .....	10
refusal to call .....	22,39
refusals .....	10,11
schedules .....	26
sick leave .....	29
sick day bonus pay .....	30
staff reduction .....	40
travel pay .....	25
Class II Substitutes	
compensation .....	23,26
definition .....	3
discipline .....	21
holidays .....	25
inactive status .....	29
inclement weather .....	25
notice of discharge .....	21
refusal to call .....	22,39
refusals .....	10,11
schedules .....	26
sick leave .....	29
sick day bonus pay .....	30
staff reduction .....	40
travel pay .....	25
Class III Substitutes	
continuous building substitutes	
accrual of rights .....	19
additional compensation .....	26
assigned outside certification .....	19

assignment to another building .....	19,26
assignments .....	3,18,29,20
compensation .....	23,24,27
computation of service .....	16,17,18,19
Continuous Building Substitute Sixtieth	
Day Evaluation Report .....	11,70
contract pay / benefits .....	19
definition .....	3
designation of continuous building	
assignment .....	18
discipline .....	21
duties .....	18,19
evaluation .....	11,14
extra duties .....	18
placement in Intern Program .....	47
planning time .....	18,26
priority of .....	19
reassignment .....	13
recall from layoff .....	46
regular employment contracts .....	20
schedules .....	26
staff reduction .....	40
Substitute Performance Report .....	71
Timeline for obtaining	
Teaching License .....	20,52
unsatisfactory performance .....	11,12,13,14
employment rights .....	46
grieving a discharge .....	36
holidays .....	25
inclement weather .....	25
long-term substitutes	
assignments .....	3,14,15,16
compensation .....	23,24
computation of service .....	14,15,16,17
definition .....	3
discipline .....	21
evaluation .....	11,12,13,14
placement in Intern Program .....	16,48
priority .....	15

probationary credit .....	16
reassignment to long-term position .....	16
recall from layoff .....	46
reclassification from Class I substitute .....	43
release from an assignment .....	43
salary credit .....	16
staff reduction .....	40
unable to accept assignments .....	43
schedules .....	16
sick leave .....	29
sick leave bonus pay .....	30
sixtieth day .....	25
staff reduction .....	40
supplementary contracts .....	29
travel pay .....	25
Classroom Discipline .....	44,45
Compensation	
Class I substitutes .....	23
Class II substitutes .....	23
Class III substitutes .....	23,24
retirement .....	26
Conferences .....	6,7
Continuous Building Substitutes (See Class III Substitutes)	
Continuous Building Substitutes Sixtieth Day Evaluation Report	
definition .....	11
form .....	72
Contract Teacher Pay and Benefits	
Class III substitutes .....	15
continuous building substitutes .....	27,28
sixtieth day .....	4
Court Appearance .....	32
Definitions .....	2,3
Directions to Schools .....	54
Discharge (See Discipline and Grievance Procedures)	

Discipline	
after fifteen (15) days of service .....	22
formal .....	22
meeting with Human Resource Office .....	22
notification of discharge .....	22
Duration and Renewal .....	40
Duties .....	18,30
Emergency Family Medical Problems .....	10
Employment Rights	
Class III substitutes .....	47
hourly teachers .....	47
Equal Opportunity Policy .....	44
Evaluation	
continuous building substitutes .....	11,14
Continuous Building Substitute Sixtieth	
Day Evaluation Report .....	11,70
first and second year teachers .....	47,48
four-year contract teachers .....	47,48
long-term assignments .....	13,14
other certificated personnel .....	47,48
Substitute Performance Report .....	71
Teacher Summary Evaluation Report .....	72
unsatisfactory reports	
Class I and II substitutes .....	11
continuous building substitutes .....	14
copies .....	13
formal discipline .....	21
meeting notification .....	11,12
outside certification .....	13
removal from a school .....	13
signature .....	12
Extra Duties .....	19,30
continuous building substitutes .....	19
Fair Practices	
Federation representation .....	7,8
non-discrimination .....	7,8

Fair Share Fee (See Agency Shop)	
Federation Representation .....	7
General Regulations .....	42
Grievance Procedures	
access to personnel file .....	32,33
adjustment of grievances .....	34,35,36
arbitration process .....	37,38
decisions .....	36,37
definition .....	34
discharge .....	36
Discharge Grievance Procedure .....	36
Level I .....	36
Level II .....	36,37
Level III .....	37
release time .....	38
representation .....	4,5,7,8
Review Panel .....	34,35
time and place of hearing .....	38
time limits .....	34,35,36
Half-Day Assignments .....	26
Holidays .....	25
Inclement Weather .....	25
Information	
access .....	1,4
daily substitute listing .....	5
negotiation purposes .....	1
salary deduction listing .....	5
substitutes with more than sixty (60)	
days of service listing .....	15
Insurance Benefits .....	27,28
Inter-School Mail .....	4
Intern Program	
grieving a discharge .....	36
long-term substitute assignments .....	14,15,16,17
long-term substitute evaluation .....	11,12,13,14
probationary credit .....	47
substitute placement .....	47

Teacher Summary Evaluation Report .....	72
unsatisfactory rating .....	21
Jury Duty	
leave .....	32
procedures	
Federal Courts .....	51
Lucas County .....	50
other counties .....	51
Leaves of Absence	
funeral .....	31
definition .....	31
refusals .....	10
sick .....	29,30
compensation .....	10
definition .....	29,30
refusals .....	10
Lesson Plans .....	14
Long-Term Substitutes (See Class III Substitutes)	
Mailboxes .....	4
Management Rights .....	8
Meetings - Substitute Teachers	
facilities .....	6
leave privileges .....	6
participation .....	6,7
Membership Dues .....	5
Mileage (See Travel Pay)	
Negotiations .....	6
Non-Discrimination	
Board policy .....	6,7
Equal Opportunity Policy .....	44
Notification of Intent Form	
definition .....	9
form .....	68
Payroll	
compensation .....	23,24

deduction of dues .....	5,6
pay period .....	45,46
Personnel Files	
copies .....	32
derogatory material .....	33
examination .....	32-33
grievances .....	34
maintenance .....	32
replies .....	33
sexual harassment .....	34
signature requirements .....	32
Planning Time	
class coverage bonus .....	27
continuous building substitute	
assignment .....	18
regular teacher schedules .....	44
Policies	
adoption .....	6
altered / suspended .....	6
contrary to law .....	7
non-discrimination .....	7,8
Priority Hiring List	
continuous building substitutes .....	19
Probationary Credit	
continuous building assignments .....	18,19
Intern Program .....	47,48
long-term assignments .....	16
Recall From Layoff .....	46,47
recall list .....	46,47
Reclassification	
due to formal discipline .....	22
due to refusals .....	10
requests .....	9
Recognition .....	1
exclusivity .....	1,2,4,5
Refusals	
acceptance of assignments .....	10



Class I and II .....	10
definition .....	4
emergency family medical problems .....	10
late calls .....	11
to complete assignment .....	10
Reporting to School	
procedures .....	42,43,45
times .....	44
Resignation .....	43
Retirement Contributions .....	24
Retired Teachers	
compensation .....	23
STRS guidelines .....	43,44
Salary Credit	
continuous building assignment .....	19
long-term assignment .....	16
120 days of service .....	46,47
regular contract .....	46,47
Schedules	
Class I and II .....	26,27
Class III .....	26,27
Second Class Acceptance .....	27
Seniority List .....	14,15,17
SERB Hearings .....	7
Sexual Harassment .....	34
Staff Reduction .....	40
State Teachers Retirement System (STRS) .....	43,44
Substitute Assignment Reporting Form	
definition .....	9
form .....	69
Substitute Performance Report	
definition .....	11
filing .....	11,12
form .....	71
no lesson plans .....	14
Supplementary Contracts .....	29

Teacher Summary Evaluation Report	
definition .....	11
form .....	72
Temporary Inactive Status .....	29
Title Changes .....	1
Travel Pay .....	25
Unsatisfactory Report Filing .....	12,13
Work Hours .....	44
Workers Compensation Hearings .....	7

WHEREAS, the Ohio State Employment Relations Board in Case number 84-VR-07-1543 has certified the Toledo Federation of Teachers, Local 250, American Federation of Teachers, AFL-CIO, as the exclusive representative of daily substitute teachers;

NOW THEREFORE, until such time as there is a lawful successful challenge to the exclusive representative status of the Federation the parties recognize the Federation as the sole and exclusive representative of substitute teachers and agree to the following contract provisions:

**I. RECOGNITION; DEFINITIONS;  
MAJORITY RIGHTS; AGENCY SHOP**

**A. Recognition**

1. The Board of Education recognizes the Toledo Federation of Teachers as the exclusive collective bargaining representative for all substitute teachers as defined herein. Such recognition is confined to service with the Toledo Board of Education and any schools or programs funded by or through the Toledo Board of Education. Such personnel shall be represented solely by the Federation in all matters pertaining to wages, hours, and other terms and conditions of employment
2. In the event there is a position title change of any job class in the bargaining unit, said position shall remain part of the bargaining unit.
3. The Board shall not recognize any other teacher organization during the term of this Agreement, nor contribute in any way to the growth or creation of rival teacher organizations by extending to them any rights or privileges recorded

in these policies which were earned by the Federation.

4. Copies of any or all information, statistics, and records deemed to be relevant to negotiations, or reasonably necessary for the proper enforcement of the terms of these policies, shall be made available within seven (7) workdays by the Board to the Federation upon its request. There will be no cost to the Federation for such materials.
5. No person or persons represented by the bargaining agent shall bargain individually or collectively with the Board concerning any terms or provisions of this Agreement except through authorized representatives of the Federation.

## **B. Definitions**

1. Whenever the term "school" is used, it is to include any work location, or functional division or group in which a grievance can occur.
2. Whenever the term "principal" is used, it is to include the administrator of any work location, functional division, or group.
3. In reference to definitions 1 and 2, whenever the singular is used, the plural is also understood.
4. Whenever the term "Federation Representative" is used, it is to mean the Federation Building Representative, or his/her designee, or a representative of the office of the Federation authorized by the president.
5. Whenever the term "Board" is used, it shall include the Toledo Board of Education or its designated representatives.

6. Whenever the term "Federation" is used, it shall mean the official bargaining agent for the bargaining unit, and it also shall include any authorized, elected or appointed representative of the Toledo Federation of Teachers.
7. "Class I substitutes" are those daily substitutes who have indicated no restrictions on assignments and who agree not to limit their service to any geographical area or to a certain number of days.
8. "Class II substitutes" are those daily substitutes who have indicated restriction of their services or who are limited by the retirement laws.
9. "Class III substitutes" are those substitutes placed in:
  - a. Long-term Assignments the individual is assigned to a single assignment that is expected to last from eleven (11) to fifty-nine (59) days (or longer), or;
  - b. Continuous Building Assignments the substitute is assigned to report to a single building on a daily basis for eleven (11) to fifty-nine (59) days (or longer) to cover classes and other duties as described in the applicable bargaining agreement.
  - c. When a Class III substitute reaches the sixtieth (60th) consecutive day of service in one (1) assignment, he/she will receive the same salary and insurance benefits as regular contract teachers, and will be covered by other specified provisions under the regular teachers' contract unless otherwise stated in this bargaining agreement.

10. Whenever the term “regular teacher” is used, it refers to contract teachers represented by the Federation in another bargaining unit.
11. Whenever the term “refusal” is used, it refers to declining or being unavailable for assignment to a position.

### **C. Majority Rights**

1. The Federation shall have exclusive right to participate in all daily substitute meetings called by the Board where there is an issue concerning proper implementation of the provisions of this Agreement.
2. The President of the Federation or his/her designee shall have the right to appear and speak at all regular and special meetings of the Board of Education about daily substitute matters. Other teacher organizations shall not be seated or placed on the Board’s agenda or be heard on matters relating to daily substitutes. Individual substitute teachers with contractual grievances will not present such grievances to the Board except through the grievance procedure in Article X, subject to their right, pursuant to O.R.C. 4117.03 (A)(5) to discuss problems with their supervisor or with the Human Resources Office.
3. The Federation shall have exclusive teacher organization right to the use of school bulletin boards, mailboxes, inter-school mail delivery, facilities for the purpose of meetings and leave privileges for organizational functions until such time as a valid and lawful challenge to the certification status of the Federation is recognized by S.E.R.B.

4. The Federation shall have exclusive teacher organization right to have announcements read or printed in all other Board communications media subject to the provisions of this Agreement.

#### **D. Payroll Deduction — Agency Shop**

1. The Federation shall have the exclusive teacher organization right to payroll deduction of membership dues. Such deductions shall be a percentage of each day's pay as established by the Federation. Deductions shall be made from each paycheck.
2. Each pay period, the Board shall supply to the Federation a list of those members from whom salary deductions have been made.
3. All members of the bargaining unit shall pay, as a condition of employment, an agency (fair share) fee to the Federation, if they have chosen, or choose, not to become members of the Federation. The fair share fee shall be subject to O.R.C. 4117.09 (C). The deduction of this fee by the Board shall not require written authorization from the individuals who choose, or have chosen, agency status.
4. The fair share fee shall not exceed the membership dues. Administration of the fair share fee shall be subject to O.R.C. 4117.09 (C).
5. The Board shall provide the Federation with a list of daily substitutes, including separations, on a monthly basis.
6. In the event the Board is held to be responsible for the repayment of monies paid to the Federation pursuant to this fair share agreement, the Federation, to the extent of those funds actu-

ally received, shall reimburse same to the Board and/or the designated bargaining unit employee(s) involved.

7. If any provision of this section is invalid under federal or state law, said provision shall be modified to comply with the requirements of said federal or state law.
8. The Board and the Federation agree that pursuant to the authority of O.R.C. 4117.10, 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 or under O.R.C. 4117.09 (C).

#### **E. Miscellaneous Rights**

1. The Federation Building Representative for each school shall be permitted to perform the necessary duties of the office as regards daily substitutes.
2. Whenever members of the bargaining unit are mutually scheduled by the parties to participate during working hours in conferences, meetings, or in negotiations respecting new policies, they shall suffer no loss in pay if scheduled to work that day.
3. The Board agrees not to adopt any other policies that would in any way negate or change the policies set forth herein. Past policies not amended or altered remain in effect. The Board's Policies, Laws, and By-laws will be revised to conform with these negotiations.
4. Nothing contained in these policies shall be construed to deny to any bargaining unit member, or the Board, the right to resort to legal proceedings, provided existing appeal provisions of this Agree-



ment have been exhausted, subject to the limitation imposed by Article X (final and binding arbitration).

5. If any provision of these policies 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 these policies shall remain in effect.
6. A specific provision of these policies may be temporarily suspended or altered only upon written consent of both parties.
7. A representative of the Federation shall be released with pay to attend those hearings or appeals of substitute teachers concerning school related matters by the Bureau of Workers' Compensation or appeals scheduled by the Bureau of State Employment Services during school hours.
8. Substitutes shall be paid for days they are absent, if scheduled to work those days, to attend SERB hearings, provided the substitute is subpoenaed or is a party to the proceedings.

## **F. Fair Practices**

1. In accordance with Board policy, no person or persons, departments or divisions responsible to the Board shall discriminate against any employee on the basis of race, creed, color, national origin, sex, age, marital status, disability or mem-

bership in or association with the activities of the Toledo Federation of Teachers.

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

### **G. Management Rights**

Subject to the terms and provisions of the Agreement, the Board is exclusively vested with the rights and authority set forth in O.R.C. 4117.08 (C), Subsections (1) through (9), inclusive.

## **II. ASSIGNMENTS/DUTIES — CLASSIFICATIONS I & II**

- A. All substitute assignments shall be made through the central substitution office using the procedures in (C), below. However, substitutes may be retained by the school if a known vacancy will occur the following day.
- B. When a teacher in a traveling assignment is absent, the principal of the first school will request a substitute teacher from the substitute office before filling the assignment with teachers in the building. Principals may request a particular individual, but assignment is the responsibility of the substitute office. The first priority for an assignment is certification to match the assignment requested, except as noted below for Class III building substitutes.
- C. Class I and Class II assignments shall be made on a rotating basis within certification areas. After acceptance of an assignment, the substitute's name shall be placed at the end of the rotation cycle. Class I and Class

II rotation lists will be separate and exclusive. The Board will make every reasonable effort, consistent with its need to fill vacancies, to exhaust the Class I list before assigning Class II substitutes.

- D. Class I and Class II assignments outside the substitute's area of certification may be made only if the above procedures have first been followed.
- E. The "Notification of Intent Form" for continuing employment and designation of Classification I or II shall be submitted by the substitute prior to the opening of school each year. Substitutes may submit a written request to change classification at any time subject to the reclassification provisions contained in Article III, Section A. This form shall be provided by the Board prior to the opening of the school year.
- F. A Class I substitute interested in being considered for assignment to long-term positions may submit a letter to the substitute office expressing his/her interest. The Board will give serious consideration to such Class I substitutes in filling long-term substitute positions.
- G. Class II substitutes shall be ineligible for Class III assignments unless there are no Class I substitutes available with proper certification.
- H. The Board shall not discriminate in such assignments because of sex, age, race, or participation in the activities of the Federation.
- I. **Class I and II Assignment Reporting Form**  
When a Class I or Class II substitute completes an assignment, the substitute or principal may initiate the filing of a "Substitute

Assignment Reporting Form" by submitting the form within seven (7) school days after the assignment is completed. Such forms shall be available in each school. See Appendix F for form.

### **III. REFUSALS — CLASSIFICATIONS - I & II**

- A.** An individual may not remain a Class I substitute if refusal to accept an assignment exceeds five (5) times in any one (1) semester. In this event, the substitute will be reclassified a Class II substitute and placed on the Class II list for the remainder of the semester. If reclassification is desired, the substitute shall be entitled to Class I status by applying at the conclusion of or after this semester. If the substitute fails to maintain Class I status a second time, the Board may refuse further admittance to Class I status.
- B.** A Class I assignment may be refused without effect on the status of the substitute when there is a death in the immediate family as defined in Article VIII, L, or because the call was late as per (F), below. Emergency family medical problems will be judged on their merit. Verification may be required.
- C.** Compensation will not be granted for refusal based upon personal illness nor shall sick days be deducted from sick leave. Utilization of sick leave shall conform to the conditions outlined in Article VIII, J. Any medically verified extended illness or disability shall not constitute one (1) refusal. Termination of employment with Toledo Public Schools may result if a substitute claims illness but assumes an assignment in another district.

- D. A Class II substitute may refuse an assignment at any time. However, repeated refusals which exceed ten (10) in any school year may result in a Class II substitute being removed from the calling rotation list. The substitute may reapply for substitute status.
- E. Refusal to complete an assignment once accepted must be reported immediately to the central substitute office by the school.
- F. Calls made after the opening of the school of assignment, on the day of the assignment, may be refused without effect on the status of the substitute. Calls may be made at any time, but substitutes are not required to be home for evening calls. Acceptance of an assignment must be made by the substitute personally or by his/her designee who shall be named in writing by the substitute.

#### **IV. GENERAL EVALUATION**

- A. The "Substitute Performance Report" shall be used for daily substitute evaluation. The "Teacher Summary Evaluation Report" shall be used for long-term assignments if the substitute has been placed in the Intern Program. Continuous building substitutes, after the initial fifty-ninth (59th) day of service, shall be evaluated using the "Continuous Building Substitute Sixtieth Day Evaluation Report."
- B. When a Class I or Class II substitute performance is thought to be deficient, a "Substitute Performance Report (SPR)" may not be filed until after a meeting has been held between the substitute and the principal to discuss the deficiency(ies) or violation(s). The principal will make every effort to present the unsatisfactory report to the substitute and meet with the substitute on the day of the assignment. At this meeting the report may be accepted, modified or dismissed.

- C. If an unsatisfactory performance report is to be filed and the substitute has left the premises, the Substitute Performance Report and a notice that a meeting must be held shall be mailed to the substitute.

If an unsatisfactory report is to be filed, the principal will complete the Substitute Performance Report and send it to the Human Resources Office within three school days of the completion of the assignment. If the unsatisfactory performance report is received after three days, the report will be void.

All unsatisfactory Substitute Performance Reports and notice of meetings will be mailed from the Human Resources Office to the substitute by certified mail within three school days of the receipt of the report in that office. If the report is not mailed within three school days the report will become void.

The substitute will have three school days from the receipt of the certified letter to request a meeting with the principal. This contact can be made with either the principal or the secretary of the school. Upon the timely request of the substitute, a meeting will be held with the principal to discuss the deficiency(ies) or violation(s). At this meeting the report may be accepted, modified or dismissed.

If no attempt is made by the substitute to contact either the principal or the school secretary within three school days of the receipt of the certified letter, the unsatisfactory performance report will automatically be filed in the substitutes personnel file.

This procedure does not abrogate the substitute's right to grieve the unsatisfactory performance report.

- D. All unsatisfactory evaluation forms must be signed to indicate that the substitute has seen the form unless the substitute refuses his/her signature, in which case a notation of such refusal will be made by the evaluator.

The unsatisfactory report may be forwarded without a signature if the substitute refuses to sign or leaves the premises without reporting to the office.

- E. Copies of all unsatisfactory reports will be given/sent to the substitute and the Federation.
- F. When any substitute is assigned outside his/her area(s) of certification, no unsatisfactory performance report may be based on knowledge of subject or content proficiency.
- G. When a long-term assignment is expected to last forty-five (45) days or more, the substitute will be assigned to the Intern Program and evaluations will be conducted under procedures of that program.
- H. If an unsatisfactory report is filed from a school, or if two (2) or more unsatisfactory reports are filed from a high school, the substitute may be removed from further assignment at that school by the Human Resources Office. When this is done, the substitute shall be notified in writing by the Human Resources Office, and a copy shall be forwarded to the Federation.

As an alternative to removal from a school, the Board may:

1. permit a Class II substitute to choose another school; and/or
  2. warn the substitute about future or continued employment; and/or
  3. where warranted, take disciplinary action subject to appeal under "Adjustment of Grievances-Review Panel", in Article X.
- I. If unsatisfactory evaluations are filed from three (3) schools, reclassification, warning, or discharge from employment may result.
- J. When lesson plans are not available for the substitute's direction, this must be noted on the "Substitute Performance Report".
- K. Evaluation of continuous building substitutes shall be made by the principal or his/her designee during the first twenty (20) work days. If performance is unsatisfactory, the principal shall file the "Substitute Performance Report" form and any discharge or reclassification shall follow the procedures of this Agreement.

Evaluation after the twentieth (20th) day shall be conducted only by the principal (or designee) of the home school using the "Continuous Building Substitute Evaluation" form. Twice each school year, on or before December 15 and March 15, the observation must be made and a report filed within seven (7) school days.

## **V. CLASS III-LONG-TERM ASSIGNMENT**

- A. Some teaching assignments such as TAPES-TRIES, Intern Consultant, or other teachers on special assignment, or any other positions mutually agreed to between the Board and Federation shall be filled by a substitute teacher. This teacher shall receive full ben-



efits and teacher contract pay from the first day of the assignment. At any time during this assignment, the Board may replace a substitute who does not possess full teacher certification with a fully certified or licensed teacher. (Reference: See Article IV Teacher Agreement, regarding “placeholder subs.”)

- B.** Substitutes who have completed a Class III assignment lasting for at least sixty (60) school days shall have a priority for Class III assignments thought to be for a duration of forty-five (45) school days or longer as they become available subject to the provisions of (F) and (I), below.

Seniority will be used when placing long-term substitutes in assignments expected to last sixty (60) days or more. Substitute seniority shall consist of the year, month and day of the most recent hire as a substitute teacher. This date of hire shall be considered the first day of work during the substitute’s most recent uninterrupted employment as a substitute teacher as determined by submission of the “notification of intent” form. Temporary inactive status shall not be considered as interrupted employment. In cases of tied seniority, the person with a two year provisional license shall be considered to have the greater seniority, otherwise the tie shall be broken by lot in the Human Resources Office in the presence of the affected substitutes and a representative authorized by the Federation. Consideration of seniority shall be applicable only to substitutes who are or will be available at the time an assignment becomes available. This process is subject to the provisions of (I), below.

Substitutes with two or more valid unsatisfactory Performance Reports during the previous three semesters will not be considered for long-term assignments, except by mutual agreement of the intern board of review, when applicable, Federation and Board.

Substitutes must be properly licensed to be assigned. Rights granted under Article XIX of the regular teachers' contract should also be consulted.

The Human Resources Office will provide the Federation with a list of substitutes who have completed assignments of sixty (60) days or more of continuous service and a seniority list of the substitutes before the start of school each fall, and upon request thereafter.

- C. Some long-term substitute assignments will be evaluated by the intern consulting teacher using the regular evaluation form for contract teachers. When an assignment is not included by the Intern Board of Review in the Intern Program, the principal or evaluator shall follow the procedures in the "Toledo Plan" booklet.
- D. Forty-five (45) school days in a single assignment constitutes one (1) semester of salary credit upon regular employment.
- E. Forty-five (45) school days in a single assignment constitutes one (1) semester of probationary credit upon regular employment.
- F. A Class III substitute who completes an assignment of at least twenty (20) days and is then reassigned within ten (10) working days to another assignment which lasts longer than twenty (20) days may, at the option of the Human Resources Office, be considered to have unbroken computation of

long-term substitute service. This provision shall also apply to reassignments occurring from the end of one school year to the beginning of the next school year.

A Class III substitute who has worked forty-five (45) or more days in one assignment and is then reassigned within ten (10) working days to another assignment of at least twenty (20) days shall be considered to have unbroken computation of long-term substitute service.

However, after either a twenty (20) day assignment described above, or a forty-five (45) day long-term assignment, if there is a reassignment at the end of a school year, and such reassignment will not result in completion of the twenty (20) days requirement for bridging, said subsequent assignments will be considered to have been bridged.

When the Human Resources Office initiates the change to place a Class III substitute who has served fewer than twenty (20) days in the same assignment to a different assignment, the Human Resources Office may, at its option, authorize the substitute to be considered to have unbroken computation of long-term service.

- G. All required evaluation reports must be completed and filed on schedule, but a long-term substitute who does not serve forty-five (45) days prior to March 15, may be evaluated after the March 15 deadline and prior to the end of the second semester.
- H. Long-term substitutes who have served more than fifty-nine (59) days in the same assignment shall not be removed from the assignment merely to avoid a progression of accumulated days.

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

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

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

## **VI. CLASS III CONTINUOUS BUILDING SUBSTITUTES**

- A. This assignment shall include only those duties normally performed by regular teachers. Planning time shall be granted per the regular teacher's schedule.
- B. Continuous building substitutes may be assigned within their building in areas out-

side their certification if necessary and, when unassigned in their home school, may be re-assigned to another site with no interruption in service.

When reassigning continuous building substitutes outside their home schools, contract teachers acting as continuous building substitutes will be last to be reassigned. However, if reassigned, they will not be reassigned to grades K-4.

- C. Class III building substitutes shall not be assigned in the first week of school or after the 30th of May unless a special need is determined by the Human Resources Office.
- D. Continuous building substitutes may be assigned extra duties at any time provided such duties are not work performed by other bargaining units.
- E. Substitutes who have completed a Class III continuous building substitute assignment in the previous school year shall have priority for a similar assignment the succeeding school year subject to Article XI.
- F. Continuous building substitutes who qualify for regular teacher contract pay and benefits, and are assigned the following school year as continuous building substitutes, will continue to receive regular teacher contract pay and benefits from the first day of the succeeding continuous building substitute assignment.
- G. Semester credit for contract salary and probation shall comply with the forty-five (45) day rule.

After a contract is granted for a regular teaching assignment, two (2) additional semesters of probation must be fulfilled.

- H. Regular employment contracts shall be granted based on the priority hiring list found in Article IX, B, of the regular teachers' contract. The number of days service calculated for the priority hiring list in the regular teachers' contract shall begin with the first day of work as a Class III building substitute.
- I. The Class III building substitute shall be the only substitute service in this bargaining unit considered to accrue the same rights as those resulting from assignment to a single teacher's schedule for an extended period of time, i.e., long term assignment.
- J. Continuous building substitute assignments at the opening of school will be filled at the direction of the Human Resources Office to fulfill jointly identified curriculum needs and/or integration of staff. When these requirements for jointly identified curriculum needs, and/or integration of staff, can be satisfied by a contract continuous building substitute, the contract continuous building substitute will be offered the position first based on system seniority. Remaining vacancies will first be offered to contract continuous building substitutes based on their system seniority.
- K. Each person who is afforded a continuous building substitute position will have until July 1 following five years from the date of his/her assignment to obtain a provisional license in such a teaching area. The continuous building substitute will be required to serve one year in the intern program upon being hired as a contract teacher.

If there is no assignment for the continuous building substitute who has obtained the two-year provisional license by the required

date, the candidate will remain a continuous building substitute until a position occurs.

If the continuous building substitute does not succeed in obtaining a two-year provisional license, he/she will have the choice of becoming a Class I or Class II substitute, but will not be afforded a continuous building substitute position for the following school year.

Refer to Appendix D for Memorandum of Agreement regarding unpaid leave to complete the requirements for certification.

## **VII. DISCIPLINE**

### **Less Than Fifteen Days Service**

- A.** Any new hire who has accumulated fifteen (15) or fewer days of work may be discharged by the Board for any factual reason as specified in Article IV as long as the Board's action is not arbitrary, discriminatory or capricious. In the event such discharge is grieved, the burden of proof shall be on the Union. A "Substitute Performance Report" shall be filed by the principal or designee using the procedures outlined on the form and those under Article IV.
- B.** Notification of discharge under Paragraph A, above, shall be in writing. A copy shall be forwarded to the Federation. The joint committee in "Adjustment of Grievances-Review Panel," Article X, shall determine the validity of a substitute's complaint that removal, or the contemplation of removal, is not based on fact.

## **After Fifteen Days Service**

- A.** Reclassifications, written warnings and unsatisfactory reports which result in formal discipline shall be submitted by the substitute through the Federation per the "Adjustment of Grievances Review Panel" if the substitute believes these actions were not just or proper. When notification of discharge is based on failure to accept assignments as per this Agreement, or failure to notify of unavailability, the Review Panel shall determine the validity of the discharge.
- B.** No substitute after fifteen (15) days service shall be disciplined or discharged except for just cause. The procedures in this Agreement must be followed and, prior to discharge, the substitute must be given the opportunity for a meeting in the Human Resources Office. The substitute shall be informed of the right to be accompanied by an authorized representative of the Federation. When such representation is indicated, the meeting shall be held at a time mutually acceptable to the Board and the Federation.
  - 1. Class III substitutes placed in the Intern Program are subject to discharge if rated "unsatisfactory" by the consulting teacher and approved by the Intern Board of Review. A hearing will not be granted unless both the Board and the Federation agree that further discovery of facts is needed.
- C.** It shall not be a violation of this Agreement for the Board to refuse to call a Class I or II substitute from the time the written notice of discharge is sent until the matter is resolved with the Federation. Both the Board and the Federation pledge full cooperation in obtaining a speedy resolution.



D. See Article X for grievance/arbitration procedure.

**VIII. COMPENSATION, SICK LEAVE, EXTRA DUTIES**

A. Compensation shall be paid to members of the bargaining unit based on the following classifications.

Class I Daily substitute without restriction:

<u>Effective</u> <u>8-1-2008</u>	<u>Effective</u> <u>8-1-2009</u>
<u>\$97.00</u>	<u>\$105.00</u>

Retired Toledo School District teachers employed as substitute teachers and covered by this Agreement, shall be paid Class I rates regardless of classification.

Effective December 1, 1997 former members of the classroom teacher bargaining unit who substitute after retirement and are assigned as long-term substitutes shall be compensated at step 12 as provided for in Article XXXV, Section P, of the teachers' master contract beginning on the eleventh (11th) day of such assignment.

Class II Daily substitute who specifies geographical restrictions on assignments, or a limited number of service days:

<u>8-1-2008</u>	<u>8-1-2009</u>
<u>\$81.00</u>	<u>\$84.00</u>

Class III Long-term substitutes and continuous building substitutes beginning the eleventh (11th) day through the fifty-ninth (59th) day for long-term

substitutes and the sixth-fourth (64th) day for continuous building substitutes:

<u>8-1-2008</u>	<u>8-1-2009</u>
<u>\$107.00</u>	<u>\$115.00</u>

Class I and Class III substitutes who hold a two year provisional license shall be paid an additional \$12.50 per day as of 8/1/01 and \$15.00 per day as of 8/1/02.

Substitute teachers who substitute teach under a substitute license will, upon employment as a fully licensed teacher in the district, be granted one additional year of experience on the teacher salary schedule, up to two (2) years, for every school year in which the substitute served for a minimum of 120 days within a school calendar year.

- B.** The Board shall designate each employee's mandatory contributions to the State Teachers Retirement System of Ohio as "picked up" by the Board as contemplated by Internal Revenue Service Revenue Rulings 77-462 and 81-36, although they shall continue to be designated as employee contributions as permitted by Attorney General Opinion 82-097, in order that the amount of the employee's income reported by the Board as subject to federal and Ohio income tax shall be the employee's total gross income reduced by the then-current percentage amount of the employee's mandatory State Teachers Retirement System contribution which has been designated as "picked up" by the Board, and that the amount designated as "picked up" by the Board shall be included in computing final average salary, provided that no employee's total salary is

increased by such “pick-up”, nor is the Board’s total contribution to the State Teachers Retirement System of Ohio increased.

### **C. Travel Pay**

Class I and Class II substitutes who receive traveling assignments shall be compensated at the rate of three dollars (\$3.00) for each such assignment. Such compensation shall be submitted monthly.

Class III substitutes who receive assignments requiring travel shall be compensated quarterly at the rate payable under the regular teachers’ contract.

### **D. Holidays and Inclement Weather Days**

Class III substitutes shall be paid wages for all holidays and non-student working days paid to regular contract teachers. This includes inclement weather days.

Class I and Class II substitutes, and Class III substitutes who have not reached their sixtieth (60<sup>th</sup>) day will receive holiday pay for Thanksgiving, Christmas, and Presidents’ Day. Effective 2002, the birthday of Dr. Martin Luther King, Jr. shall be paid. The preceding holidays will be paid provided the substitute has worked any five (5) days in the preceding twenty (20) work days before the holiday. Effective 2002, any substitute who works five (5) days from the first day of school through the last day of September shall be paid for Labor Day.

Inclement weather days shall be compensated to Class I and II substitutes at fifty percent (50%) of the approved rate for these two classifications. The Class III substitutes should continue to be paid at the full daily rate.

## **E. Half-Day Assignment and Call-In Pay**

Half-day assignments shall be compensated at one-half ( $1/2$ ) the daily rate. A "half-day" shall be defined as two (2) hours, but not more than three (3) hours and fifteen (15) minutes of service for junior high and high schools. Full pay shall be made for any assignment which exceeds three (3) hours and fifteen (15) minutes in a day for junior high and high schools. A "half-day" shall be defined as two (2) hours, but not more than three and one-quarter (3.25) hours of service for elementary schools. Full pay shall be made for any assignment which exceeds three and one-quarter (3.25) hours in a day for elementary schools.

A substitute called in and then released because his/her service is not needed will be compensated for a full day's work. To qualify for this benefit, the substitute must appear at the school as scheduled and the school office will contact the substitute office for possible reassignment which the substitute must accept.

Substitutes who are not on the substitute rotation list because a school did not notify the substitute office of their release from their assignment shall be entitled to  $1/2$  day pay for the first day they were left off of the rotation list. The substitute office shall be charged with verifying the source of the error.

## **F. Schedules, Planning Time, and Planning Time Compensation**

1. A Class I and Class II substitute shall follow the schedule of the teacher replaced. Otherwise, assignments after the regular school day shall not be mandatory.

Class III substitutes shall follow the schedule of the regular contract teacher.

2. If class coverage is accepted by a substitute during time reserved for planning, he/she shall receive a bonus of eleven dollars and thirty-five cents (\$11.35) for each hour in which such coverage in lieu of planning time occurs. Class coverage may be assigned to a substitute in a one day assignment for which he/she will receive the bonus payment.
3. When no regular teachers are available to accept a second class (or part of a class) of students in addition to their regular class as per Article XIX, A, of the regular teachers' contract, substitutes may accept such assignments at the eleven dollars and thirty-five cents (\$11.35) per hour rate.
4. When a continuous building substitute is moved from his/her assigned school and this results in more than six and one-quarter ( $6 \frac{1}{4}$ ) hours service per day, exclusive of the lunch hour, the substitute will be paid at the rate of eleven dollars and thirty-five cents (\$11.35) per hour for the time in excess of six and one-quarter ( $6 \frac{1}{4}$ ) hours per day.

## **G. Insurance**

### **Accidental Death and Dismemberment Insurance**

The Board shall provide each substitute with accidental death and dismemberment insurance in the amount of fifty thousand dollars (\$50,000).

### **Term Life Insurance**

The Board also shall provide forty thousand

dollars (\$40,000) term life insurance for substitutes who have sixty (60) or more days substitute service at Toledo Public Schools, provided that the employee makes written application in the Human Resources Office for such policy following the completion of sixty (60) days of service.

This insurance shall be in effect until the end of the school year and coverage shall resume at the beginning of the following school year if the individual is re-employed as a substitute teacher.

If the substitute becomes a regular employee of Toledo Public Schools, he/she will no longer be covered by this policy, but will be covered in accordance with the appropriate coverage.

A waiver of premium shall be provided for total disability as a result of on the job injury for the duration of that total disability.

### **Medical Insurance**

A substitute in a long-term assignment of 120 days or more which concludes after April 30, will continue to receive medical benefits for June, July, and August as follows:

- June ..... (board share 100%)
- July ..... (board share 50%,  
substitute share 50%)
- August ..... (board share 50%,  
substitute share 50%)

It is further agreed that at the conclusion of an assignment of 120 days or more prior to May 1, the substitute shall have the option of purchasing medical benefits at the Cobra rate for those months remaining from the end of the assignment to June 1st, at which

time the premiums for the months of June, July and August will be paid at 50% of the Cobra rate by the substitute.

## **H. Temporary Inactive Status**

A Class I substitute may request and be granted temporary inactive status, limited to twenty-four (24) months for personal illness, maternity, military service or to complete education requirements. The request for such status must state the anticipated date when the temporary status will end and service resume.

## **I. Supplementary Contracts**

Class III substitutes will receive preference for vacant supplementary contracts before new, non-certificated persons are hired to fill supplementary positions.

Substitutes in the same assignment shall not be assigned supplementary contract service during the first fifty-nine (59) days of service unless there are no other certificated applicants from the bargaining unit.

## **J. Sick Leave**

Sick leave is granted at the rate of one-and-one quarter ( $1\frac{1}{4}$ ) days for each twenty (20) days worked to a maximum of fifteen (15) days per year. During an assignment, the substitute must teach one (1) day before sick leave is allowed and be scheduled to return to that assignment after sick leave. Not more than three (3) sick days may be used during any seven (7) day assignment.

In a Class III assignment, if the substitute has worked twenty-five (25) days, the amount of sick leave allowed shall be nine (9) days beginning with the twenty-sixth (26th) day up to the sixtieth (60th) day. Prior

to the twenty-fifth (25th) day, the three (3) day limit as stipulated above shall be observed. Sick leave shall not be advanced.

Any substitute who holds a long-term substitute assignment for the entire school year and receives a regular teaching contract for the following school year shall accumulate sick days during the months of June, July, and August not to exceed a maximum of fifteen days per year.

After the fifty-ninth (59th) day, Class III substitutes shall accrue and use sick leave as per the regular teachers' contract.

Class I and Class II substitutes who have accumulated seventy-five (75) 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 forty (40) days but fewer than one hundred (100) shall be paid two (2) additional days. Those who have accumulated fifteen (15) but fewer than fifty (50) shall be paid one (1) full day.

#### **K. Duties Outside Regular Teaching Schedule**

Duties not normally assigned to regular teachers such as hall duty, cafeteria duty, or bus duty unless permissible under the regular teachers' contract shall be strictly voluntary and refusal to perform such duties shall not result in any adverse action against the substitute. Duties may be assigned if the substitute is available and if the work is normally performed by regular teachers. However, such assignments shall not be made when the substitute is entitled to planning time.

Assignments that include voluntary duties by the regular teacher must be performed also by the substitute.



It shall not be a violation of this Agreement to require substitutes to perform professional tasks normally assigned to regular teachers.

#### **L. Death In The Immediate Family**

A requested absence not to exceed three (3) school days with no deduction in pay shall be granted to substitute teachers who have a death in the immediate family when the death and/or funeral takes place during an assignment.

If the funeral 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 will be allowed, if necessary, with no deduction in pay. Legal holidays are not included as school days.

Substitutes attending the funeral 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 if the substitute was scheduled to work that day, upon approval of the Human Resources Office.

Applications for above leaves are to be filed in the Human Resources Office within ten (10) school days.

The "immediate family" is to be interpreted to mean father, mother, sister, brother, husband, wife, child, step-parent, step-child, in-law, grandparent, grandchild, guardian or a person whose legal residence is the same household.

#### **M. Jury Duty/Court Appearance**

- 1 A leave of absence with no deduction in pay shall be granted for each day re-

quired to be served on jury duty or in response to a subpoena during a substitute assignment.

2. If released by noon, the substitute must return to work if on a full day substitute assignment.
  3. Administrative rules regarding jury duty and reporting back to school are found in Appendix C.
  4. Proper application forms shall be filed as soon as possible.
- N.** In June of the school year of initial employment, each new substitute teacher who works a minimum of ninety (90) days in the school year shall be reimbursed \$125.00 to offset costs incurred by the employee during the application and employment process.
- O.** Direct deposit of paychecks shall be mandatory for all employees hired effective August 2001.

## **IX. PERSONNEL FILES**

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

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

with its contents. If the substitute refuses to sign, a dated note to that effect will be attached to the material. However, an incident which has not been reduced to writing within three (3) months of the Board's knowledge of its occurrence may not be added to the file later.

- B.** The substitute shall have the right to answer any material filed, and his/her answer shall be attached to the file copy.
- C.** Upon request by the substitute he/she shall be permitted to examine his/her file in the presence of a member of the Human Resources staff. An authorized representative of the Federation may inspect the file of a substitute. Requests should be made by calling 729-8267 or 729-8266.
- D.** The substitute shall be entitled to a copy of any material in his/her file except for material originally supplied to the Board as confidential previous to employment or confidential recommendations for an administrative position. Cost of reproducing the material will be paid by the substitute. If the Federation is asked to file a grievance in behalf of the substitute, the Federation shall also be entitled to a copy of any material in the file of the substitute.
- E.** A committee composed of the President of the Federation, or designee, and a representative of the Human Resources Office shall inspect materials and hear complaints from substitutes under this section. Material will be removed from the file when a substitute's claim that it is inaccurate or unfair is sustained.
- F.** Derogatory materials from parents or others outside the educational field shall not be

placed in school or Human Resources Office files under any circumstances until the substitute 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. Sexual Harassment File**

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

### **X. GRIEVANCE PROCEDURE**

A grievance is defined as a complaint alleging a violation or misinterpretation or misapplication of the provisions of this contract or of a past practice. This grievance procedure which follows is the sole and exclusive method of resolving any and all disputes with respect to the interpretation or application of this collective bargaining agreement. The parties agree that the results of these procedures shall be final and binding upon all parties.

Grievances may not be raised in any court, administrative agency or other forum.

#### **Adjustment of Grievances - Review Panel**

- A.** A two (2) person Review Panel consisting of one (1) each from the Board and Federation shall review all grievances about unsatisfactory reports at the time they adversely affect the status of the substitute, reclassification, warnings, violations of Class III assignment procedures specified in this

Agreement, removal from rotation, failure to notify of unavailability, improper rotation, violation or misinterpretation, misapplication of the provisions of this contract, or of a past practice. Discharges after the first fifteen (15) days, or a grievance which cannot be resolved using the procedures herein, may be submitted to formal arbitration at Level III and shall follow the procedures in "Discharge Grievance Procedure", below.

The Review Panel shall attempt to establish facts and issue a binding unanimous ruling. When unanimity is not achieved, the above mentioned Review Panel shall be expanded to include the President of the Federation and the Assistant Superintendent, Human Resources, or their designees, who shall attempt to resolve the previous difference of opinion and/or obtain additional factual information that could lead to a resolution of the problem. If they are unsuccessful, a neutral arbitrator shall be added to the expanded panel who shall issue a verbal decision based on testimony as to just cause and fact under the collective bargaining agreement at the conclusion of a hearing. This decision shall be non-precedent setting but binding on all parties and shall be reduced to writing without opinion.

- B.** The Federation may process a grievance under this Article after first using the procedures above. The neutral arbitrator may be deleted from the Review Panel process at the option of the Federation, in which case the grievance shall be processed under "Arbitration Process", below.
- C.** When the alleged cause for a grievance occurs, the grievance process must be invoked within fifteen (15) school days of its occurrence or of the grievant's or the Federation's

awareness of its occurrence. The Board and Federation will make every effort to process grievances at the earliest possible date after their awareness. However, no more than thirty (30) school days shall elapse between the date a grievance is filed and the neutral arbitrator's hearing except by mutual consent of the parties.

The time limits specified in this procedure may be altered in any specific instance by mutual agreement in writing.

#### **D. Discharge**

Discharge during the first fifteen (15) days of employment shall be resolved through the above procedure. (See Article VII.)

Discharge after the first fifteen (15) days shall be resolved through the "Discharge Grievance Procedure", below. Class III substitutes in the Intern Program shall be precluded from grieving a discharge under this Article. The decision of the Intern Board of Review shall be final in discharge of interns.

- E. The parties shall share equally the costs of third party arbitration in this section.

#### **Discharge Grievance Procedure**

**Level I** Discharge grievances shall be discussed by designated representatives of the Federation and the Board. In the event that the matter is not satisfactorily resolved at such meeting(s) within ten (10) school days of its submission to Level I, the Human Resources Office representative shall state his/her recommended disposition in writing to the representative of the Federation.

**Level II** In the event a discharge grievance is referred to level II, or in the case of a grievance filed by the Federation, or a grievance elected

by the Board to be submitted to the formal grievance procedure, the President of the Federation or his/ her designee and the Assistant Superintendent, Human Resources or his/her designee shall meet at a mutually agreeable time and attempt to resolve such grievance. Unless mutually agreed this meeting will take place within ten (10) days of its submission to Level II. In the event that the matter is not satisfactorily resolved at such meeting(s), the Assistant Superintendent, Human Resources or his/her designee shall state his/her recommended disposition in writing to the President of the Federation or his/her designee.

**Level III** In the event a grievance submitted to Level II is not satisfactorily resolved at that level, the Federation may appeal the grievance to final and binding arbitration. Should the Federation choose not to arbitrate, the decision at Level II shall be final and binding upon the parties and all other personnel affected.

### **ARBITRATION PROCESS**

1. A request for a panel of nine (9) arbitrators shall be sent by the party requesting arbitration within thirty (30) school days after denial at Level II to the Federal Mediation and Conciliation Service (F.M.C.S.) with a copy to the Personnel Office.
2. The parties shall mutually select one (1) person to act as arbitrator by alternately striking names from the list of nine (9) received from the F.M.C.S. The party to strike first shall be decided by lot. The arbitrator will render his/her decision within not more than sixty (60) days from the date of the close of arbitration hearing.

3. The arbitrator shall hear only one (1) grievance in each case. He/She shall be bound by, and must comply with, all the terms of this Agreement. He/She shall have no power to alter, delete from, or modify in any way any of the provisions of these policies. The decisions of the arbitrator shall be final and binding upon the parties and all other persons affected. It is expressly understood and agreed that no controversy between the Board and the Federation with respect to contract renegotiation shall be subject to the provisions of this Article without specific written authorization of both parties. However, the arbitrator shall have the authority to award back pay or make wage adjustments provided such adjustments are warranted as a result of the grievance testimony, evidence and findings. In the event a grievant receives a back-pay settlement or award for any calendar month for which no dues were deducted, a deduction for each such month shall be made from the settlement or award.
4. The fees and expenses of the arbitrator shall be borne equally.

## **GENERAL PROVISIONS**

1. Hearings held under these procedures shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend. When such hearings are held during school hours, all employees who are directly involved at the hearing will be excused for that purpose with pay.



2. The grievance representative authorized by the Federation shall be granted released time with pay for all formal grievance hearings or meetings.
3. No grievant at any stage of the grievance procedure will be required to meet with any administrator without authorized Federation representation concerning the grievance.
4. Failure to communicate a decision on a grievance at Levels I or II of this procedure within the specified time limits shall permit lodging an appeal at the next level of this procedure within the time allotted had the decision been given. Failure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision.
5. When the alleged cause for a grievance occurs, the first level of the grievance process must be taken within fifteen (15) school days of its occurrence, or of the grievant's or the Federation's awareness of its occurrence, or the grievance shall be denied as untimely. This shall not, however, preclude an arbitrator from ruling on the timeliness of a grievance. The Board and the Federation will make every effort to process its grievances at the earliest possible date after its awareness.
6. It shall not be a violation of this Agreement for the Board to refuse to call a Class I or Class II substitute from the time the written notice of discharge is sent until the matter is resolved. However, such refusal shall not preclude a back pay award.

7. The time limits specified in this procedure may be altered in any specific instance by mutual agreement.

## **XI. STAFF REDUCTION**

In the event that it is necessary to reduce staff under the terms of the regular teachers' contract, such teachers shall have the option of assuming Class III substitute assignments or a layoff.

Such regular contract teachers may be offered a continuous building substitute assignment by displacing the least senior continuous building substitute in the district. Certain long-term assignments may also be made available subject to terms mutually agreeable to the Federation and the Board.

Class III substitutes displaced by this procedure will be assigned to work as Class I substitutes and will be reassigned to future Class III continuous building substitute positions in the event these positions are available to substitutes in the future.

## **XII. DURATION AND RENEWAL**

This Agreement shall become effective as of April 1, 2008, and the terms and conditions thereof shall be effective as provided herein and shall continue through March 31, 2010, on all issues without exception.

This Agreement shall be automatically renewed as to both economic and non-economic issues for additional periods of one year unless either party shall notify the other party not later than December 1 (e.g. 2009-2010, etc.) before expiration of its desire to modify or amend the Agreement. In the event that such notice is given, negotiations shall promptly commence at a mutually

agreeable time and place prior to the termination dates as per ORC 4117.

No lockout of employees shall be instituted by the employer during the period ending March 31, 2010, and no strikes of any kind shall be caused or sanctioned by the Union during the same period except as provided in the following paragraph.

**APPENDIX A**  
**SUBSTITUTE TEACHER**  
**PROCEDURES/REGULATIONS**

**A. GENERAL REGULATIONS**

1. Substitute teachers in the Toledo Public Schools are on the same professional level as regular teachers and are expected to observe the same professional standards.
2. Make every effort to reach school at the time designated by the person placing the substitute teacher request. (The time you are called is noted and a reasonable length of time will be allowed for you to arrive.) If, for one reason or another, you find you are unable to accept the assignment once being called, please notify the substitute office as soon as possible.
3. Report to the school office upon arrival and again when you leave at the close of the day.
4. If the Toledo Public Schools are closed due to inclement weather, announcement will be made by Toledo radio stations. It is the responsibility of the substitute teacher to listen to the radio and not to report to work if Toledo Public Schools are closed.
5. Pick up the substitute's copy (yellow) of the Absentee Data Record at the end of your assignment. This is the record of your work. If you are on a long-term assignment, this should be done each week. If you are on a daily assignment, this should be done each day.

6. The principal will notify you at the end of the day if you are to return to your assignment or if you are released from the assignment.
7. If you indicated at the close of the day that you would return the following day and find you are unable to do so, call the substitute office 729-8296 or 729-8266 so that another substitute may be obtained.
8. Substitute teachers will observe the hours specified for regular teachers including planning time.
9. It may be necessary to ask a substitute to accept an assignment outside his/her teaching field or grade level. This is done when there is no teacher available who is qualified to teach the subject or grade.
10. The substitute teacher must notify the substitute office of any changes in name, address or telephone number.
11. To assist in scheduling, it is the responsibility of both the principal and the substitute to notify the substitute office of the substitute's release from a long-term assignment.
12. If a substitute should desire to have his/her name removed from the substitute list, a letter of resignation should be sent to the substitute office stating the effective date and the reason for termination.
13. If, for some reason, a substitute cannot accept assignments for an extended period of time, he/she should notify the substitute office with a letter. It will eliminate unnecessary calls.
14. Retired teachers must adhere to S.T.R.S. guidelines. For additional information call (800) 645-5677 or (614) 227-4090.

15. If a substitute is a member of the State Teachers Retirement System and withdraws his/her contributions, he/she may not be reemployed by the Toledo Public Schools until the refund process is completed.

## **B. REPORTING TIME\* TENTATIVE**

Substitutes will adhere to the regular teacher's starting time at the school to which they are assigned.

## **C. EQUAL EMPLOYMENT OPPORTUNITIES**

"The Board of Education is pledged to provide equal employment opportunities to all persons without regard to race, color, religion, sex, age, handicapping condition or national origin. All personnel actions recruitment, selection and hiring, training, promotion, termination, compensation, and fringe benefits will conform to this basic premise."

## **D. CLASSROOM DISCIPLINE**

Substitute work is not easy. Students have always taken delight in "testing a substitute." The following may be of help to you.

1. Assume the duties of a substitute teacher with a friendly and cordial attitude toward the students.
2. Keep students in the room and under supervision at all times.
3. Be just and treat each student courteously. Exclude sarcasm and frequent reprimand in front of a group.
4. Never use corporal punishment, always refer these cases to the principal.

5. Do not lose self-control. Do not threaten the class with punishment or send large numbers to the office. If a student is so unruly that he/she must be sent to the principal's office, send a note with the student or another student. Be sure to use effective means of checking his/her arrival at the office.
6. Gain the respect of the students by being prompt, neat, patient, honest and enthusiastic. Having a sense of humor and being adaptable to all situations are other desirable qualities.
7. Be prepared and confident. Give directions in a clear and concise manner.
8. Children learn and modify their behavior more readily when praised than when blamed.

#### **E. PAYROLL INFORMATION**

1. Daily substitutes are paid as per this Agreement.
2. Please note that for payroll purposes the week begins on Monday and ends the second following Friday. Pay period is for ten (10) days and ends fourteen (14) days preceding the Friday payday date. For example, if payday is September 28, you will be paid for days worked between September 03 and 14, provided the ADR cards reach payroll before Wednesday of the payday week.

## **APPENDIX B**

Agreement between The Toledo Board of Education and The Toledo Federation of Teachers language addressed to sixty (60) day long-term and sixty (60) day continuous building substitutes.

### **TUTORS AND HOURLY TEACHERS — SUBSTITUTE EMPLOYMENT RIGHTS**

Full-time hourly teachers and Class III substitutes shall be extended contract employment over new teacher applicants in the following order:

1. Full-time hourly teachers if they have worked one hundred twenty (120) days or more; Class III substitutes if they have worked one hundred twenty (120) days or more.
2. Full-time hourly teachers and Class III substitutes who have worked ninety (90) days to one hundred nineteen (119) days.
3. Full-time hourly teachers, Class III substitutes who have worked sixty (60) days to eighty-nine (89) days and part-time hourly teachers who have worked one (1) full semester will be given equal consideration with new teacher applicants.

### **RULES GOVERNING RECALL FROM LAYOFF STATUS**

#### **Recall Rights of Substitutes**

The recall list will also contain the names of Class III substitutes with one hundred twenty (120) day in the same teaching assignment, and Class III substitutes with eighty-nine (89) days but less than one hundred twenty (120) days in the same teaching assignment, in that order.



These substitutes will be listed after regular contract teachers. New teachers will not be employed until all placement requirements have been met and there is no one on the recall list who has, or can obtain, certification for the job.

### **EVALUATION OF FIRST AND SECOND YEAR TEACHERS, FOUR-YEAR CONTRACT TEACHERS, AND OTHER CERTIFICATED PERSONNEL**

For the purpose of advancement to four (4) year contract status, long-term and continuous building substitute service shall be credited for each semester in which the substitute worked at least forty-five (45) school days. These substitutes must serve one (1) year of the two (2) year probationary period in the Intern Program subject to waiver by the chairperson and vice-chairperson of the Intern Board of Review.

Some long-term substitutes may be placed in the Intern Program when it can be determined that service will be for one (1) semester or longer. Determination of placement is made by the chairperson and vice-chairperson of the Intern Board of Review.

Hourly teachers, tutors and other similar teaching personnel also shall be credited with semesters toward completion of their probationary status subject to the provisions of Article IX, H-3\* and 4\*, but they must complete one (1) year of probation as an intern after a regular contract is granted.

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

Salary credit at the time a regular contract is granted to Class III substitutes, hourly teachers,

tutors and other similar teaching personnel shall include each semester completed toward advancement to four (4) year contract status.

\*Refer to Agreement between The Toledo Board of Education and The Toledo Federation of Teachers.

## APPENDIX C

To: All Work Locations

From: Craig Cotner, Assistant Superintendent, School Management/Teacher Personnel

Subject: Jury Duty Procedure to be Followed by All Employees

Just a reminder regarding the revised procedure of handling employee absences for jury duty. When you receive a subpoena to report for jury duty, the following procedure is to be followed:

### **LUCAS COUNTY COURTS**

1. Submit a copy of the subpoena or summons to your immediate supervisor, make arrangements to be released, and receive from him/her the method of reporting your daily absence or reporting to work.
2. If assigned to Petit Jury, the court will supply you with a telephone number to call to be informed whether or not to report the following morning for jury duty. If you are to report, request a letter of verification for Toledo Public Schools from the court's jury clerk at check-in table. **IF YOU ARE NOT TO REPORT FOR JURY DUTY THE NEXT DAY, YOU MUST NOTIFY YOUR IMMEDIATE SUPERVISOR AND RETURN TO WORK.** Instructions will be given on the first day that you serve.
3. If assigned to Grand Jury duty, there is a separate time for instructions for approximately one (1) hour. Write "need letter" on the front of your summons and the court will give you a letter at the end

of the week. The juror must serve for a two (2) week period and has the opportunity to select certain available weeks. The juror must report every day for two (2) weeks, but may not necessarily serve the entire day. Teachers and administrators are to report back to work if they do not serve a full day. AFSCME employees are to refer to their contract.

### **FEDERAL COURTS**

1. The subpoena or summons is submitted to immediate supervisor as stated above.
2. Jurors for Federal Court must serve ten (10) days during a six (6) month period.
3. Request a letter of verification for Toledo Public Schools before you have completed service as a juror.

### **OTHER COUNTIES**

1. The subpoena or summons is submitted to immediate supervisor as stated above.
2. Request a letter of verification for Toledo Public Schools before you have completed service as a juror.

### **FOR ALL COURTS**

After jury duty is completed, please follow your negotiated contract.

Refer questions to Substitute Office at 419-729-8296 or 419-729-8266

This notice cancels and supersedes the procedure notice dated August 19, 1983 on the subject of jury duty.

**APPENDIX D**  
**MEMORANDUM OF AGREEMENT**  
**STUDY LEAVE FOR CONTINUOUS BUILD-  
ING SUBSTITUTES**

**Memorandum of Agreement**

It is agreed by and between the undersigned that the following will be applied only to continuous building substitutes. Terms set forth in the Collective Bargaining Agreements will not be invalidated by this agreement.

1. Continuous building substitutes who hold a four year degree and are pursuing an education degree will be granted unpaid leave to complete the requirements for licensure.
2. The leave will be granted for classroom field experience and student teaching.
3. Continuous building substitutes must give written notice to the Human Resources Office ten days prior to the commencement of the unpaid leave.
4. Continuous building substitutes who qualify for this leave will retain all contractual rights and benefits.
5. The unpaid leave days cited in #2 shall not be used in the calculation of days of service for placement on the priority hiring list; otherwise, service shall be considered continuous.

(example: If a continuous building substitute has 90 days of service and begins an unpaid leave, then, upon the return to work the count will resume at day number 91.)

6. Continuous building substitutes who use the unpaid leave policy will, upon completion of their education degree, agree to continue employment with Toledo Public Schools for a period of not less than three years. Continuous building substitutes shall sign an agreement to work for this period. A copy will be placed in the personnel file and a copy given to the Toledo Federation of Teachers.

For the Federation:

Francine Lawrence

11-21-96

## APPENDIX E

### LETTER OF UNDERSTANDING

The Board agrees to give consideration to the recommendations of the Federation to use continuous building substitutes at elementary schools to help alleviate the shortage of substitute teachers. For the duration of this contract and on an experimental basis only, additional continuous building substitutes shall be assigned to the elementary schools at the discretion of the Board at times and locations to be determined by the Human Resources Office according to the realistic needs of the school district. While the same is not mandatory, the Board acknowledges the Federation recommendation of the assignment of five such substitutes at elementary schools maintained by the School District.

**APPENDIX F**  
**DIRECTIONS TO ELEMENTARY**  
**SCHOOLS**

**ARLINGTON SCHOOL**

**2404 South Avenue, 43609**

**419-382-2332**

From Byrne Road and Airport Highway (Route 2), drive approximately one mile east on Airport Highway (Route 2) and turn left on Bronx Drive (school traffic light); drive one block to South Avenue. Turn right on South Avenue.

**BEVERLY SCHOOL**

**4022 Rugby Drive, 43614**

**419-389-5036**

From South Detroit and Arlington, drive south on Detroit. After passing Glanzman (on the right), Rugby is approximately three blocks on the left.

**BIRMINGHAM SCHOOL**

**Paine and Bakewell, 43605**

**419-691-4545**

Drive south on I-280 to the Front Street exit, bear to the left. Follow Front Street to the corner of Consaul and Front. Turn right. Drive two blocks to Bakewell. Turn left on Bakewell and drive three blocks.

**BURROUGHS SCHOOL**

**2420 South Avenue, 43609**

**419-671-2350**

From Byrne Road and Airport Highway (Route 2) drive approximately one mile east on Airport Highway and turn left at Bronx Drive (school traffic light); drive one block to South.



### **CHASE SCHOOL**

**3315 Mayo Street, 43611**

From Manhattan and Stickney, drive east on Manhattan to Suder Avenue. Turn right. Drive approximately three blocks to Mayo Street. Turn right again. The school is located in the next block.

### **CHASE STEM ACADEMY**

**600 Bassett, 43611**

**419-726-1416**

From Manhattan and Stickney, drive east on Manhattan to New York Street. Turn right. Drive approximately one mile. Turn left on Ontario Street. Drive two blocks to Bassett. The school is on the left.

### **CHERRY PRE-SCHOOL**

**4801 290th Street, 43611**

**419-729-3293**

Follow I-75 North and turn off the expressway at the Ottawa River Road exit. Follow Ottawa River Road to 290th Street and turn right.

### **CROSSGATES SCHOOL**

**3901 Shadylawn Drive, 43614**

**419-385-4571**

From the corner of Byrne and Glendale, drive west on Glendale to Swan Creek Park, move to the left lane and turn left on Cherrylawn. Drive south to Shadylawn and turn right. The school is on the left.

## **DEVILBISS**

**3301 Upton, 43606**

From Central and Douglas, drive east on Central Avenue, turn left on Upton Avenue, drive approximately three blocks and the school is on the left.

## **EAST SIDE CENTRAL SCHOOL**

**815 Navarre Avenue, 43605                      419-691-4510**

From the High Level Bridge drive east on Woodville Road several blocks to Navarre. East Side Central is at Navarre and Woodville on the left.

## **EDGEWATER SCHOOL**

**5549 Edgewater Drive, 43611                      419-726-2254**

Drive north on I-75. Turn off at the Ottawa River exit. Follow Ottawa River Road bearing to the left. Turn left at Summit Street and drive four blocks to 131st Street. Turn right and follow 131st Street to the end. Turn left. This will be Edgewater Drive. Follow Edgewater Drive for approximately one-half mile. The school is on the left.

## **ELMHURST SCHOOL**

**4530 Elmhurst Drive, 43611                      419-671-3550**

From the corner of Secor and Sylvania, drive east on Sylvania. Turn left at Elmhurst Drive. Follow Elmhurst approximately five blocks to the school.

### **FULTON SCHOOL**

**333 Melrose Street, 43610**

**419-244-4641**

From the corner of Central and Collingwood, drive south on Collingwood Blvd. to Melrose. Melrose is approximately six blocks on the left. Turn left and drive approximately two blocks. Fulton School is on the right.

### **GARFIELD SCHOOL**

**1103 N. Ravine Pkwy., 43605**

**419-671-7550**

From I-280 South, turn off at the Front Street exit. Bear to the right. Follow Front Street approximately seven blocks. Turn left at Worthington and drive two blocks. Garfield School is on the right.

### **GLENDALE-FEILBACH SCHOOL**

**2317 Cass Road at Laurentide, 43614**

**419-385-0621**

From the corner of Glendale and Reynolds, drive east on Glendale to Cass Road and turn right. Glendale-Feilbach is approximately five blocks on the left.

### **GLENWOOD SCHOOL**

**2860 Glenwood Avenue, 43610**

**419-671-4600**

From the corner of Central and Detroit, drive south on Detroit one block. Glenwood is on the left at Detroit and Glenwood.

### **GROVE PATTERSON ACADEMY**

**3020 Marvin Avenue, 43606**

**419-671-3350**

From Douglas and Central, drive west on Central Avenue. Turn right on Drummond. Turn left on Marvin.

**HARVARD SCHOOL****1949 Glendale Avenue, 43614****419-382-2112**

From the Anthony Wayne Trail, turn east on Glendale Avenue. Harvard School is located one block on the right.

**HAWKINS SCHOOL****5550 W. Bancroft, 43615****419-531-1342**

From the corner of Bancroft and Reynolds, drive west on Bancroft one-half block past Reynolds Road. The school is located on the right.

**KEYSER SCHOOL****3900 Hill Avenue, 43607****419-671-1450**

From the corner of Byrne and Hill, drive west on Hill Avenue. Keyser School is approximately two blocks on the right.

**KING SCHOOL****1300 Forest Avenue, 43607**

From the corner of Collingwood and Dorr, drive west on Dorr approximately four blocks to Forest. The school is on the corner.

**LAGRANGE SCHOOL****Lagrange and Erie Streets, 43604****419-243-4556**

From downtown, drive north on Erie approximately one mile to Lagrange Street. The school is on the left.

**LARCHMONT SCHOOL****1515 Slater Street, 43612****419-476-3787**

From the corner of Laskey and Secor, drive east on Laskey to Jackman Road. Turn right. Cross the railroad tracks -the first street on the left is Slater Street. Turn left and follow Slater approximately two blocks. Larchmont School is on the right.

### **LINCOLN ACADEMY FOR BOYS**

**Detroit and Lincoln Avenue, 43606 419-244-5823**

From the corner of Detroit and Bancroft, drive south on Detroit one block to Lincoln Avenue. The school is on the right.

### **LONGFELLOW SCHOOL**

**4112 Jackman Road, 43612 419-478-7765**

From Secor and Central, drive north on Secor to Sylvania. Turn right and follow Sylvania to the Jackman, Tremainsville, Sylvania intersection. Turn left to Jackman. The school is on the right in the first block.

### **MARSHALL SCHOOL**

**415 Colburn Street, 43609 419-241-4725**

From the corner of Broadway and South, drive four blocks east on South Street to Courtland Avenue. Turn right and drive one block. The school is on the left at the corner of Colburn and Courtland.

### **McKINLEY SCHOOL**

**1901 W. Central Avenue, 43606 419-472-3755**

From the corner of Secor and Central, drive east on Central approximately two miles. McKinley is on the right at the corner of Upton and Central.

### **NATHAN HALE SCHOOL**

**Foster and Shenandoah Streets, 43607 419-536-3715**

From Secor and Bancroft, drive east on Bancroft to Upton and turn right. Follow Upton south to Foster Street which is three blocks past Bancroft. Turn right at Foster and drive one block to Shenandoah Street. Nathan Hale School is on the right.

### **NAVARRE SCHOOL**

**800 Kingston, 43605 419-671-7600**

From the High Level Bridge, drive south on Oak Street to Navarre and turn left. Follow Navarre Avenue one block. The school is on the right.

### **NEWBURY SCHOOL (SWING SPACE)**

**1040 Newbury Street, 43609**

From South Street and Broadway, drive south on Broadway approximately  $\frac{3}{4}$  mile to Stebbins. Turn right at Stebbins and turn left into parking lot.

### **OAKDALE SCHOOL**

**Oakdale and East Broadway, 43605 419-671-7350**

From the High Level Bridge, drive east on Woodville Road, to East Broadway. Turn right. Follow East Broadway to Oakdale Street. The school is at the corner of E. Broadway & Oakdale.

### **OLD ORCHARD SCHOOL**

**2402 Cheltenham, 43606 419-536-1261**

From the corner of Central and Secor, drive east on Central to Cheltenham turn right. Drive approximately five blocks on Cheltenham. The school is on the left.

### **OLD WEST END ACADEMY**

**3131 Cambridge, 43610**

**419-242-1050**

From Collingwood and Central, drive east on Central. OWEA is on the corner of Cambridge and Central.

### **OTTAWA RIVER SCHOOL**

**4747 290th Street, 43611**

**419-671-6350**

Follow I-75 North and turn off the expressway at the Ottawa River Road exit. Follow Ottawa River Road to 290th Street and turn right.

### **PICKETT ACADEMY**

**Blum and Hoag Streets, 43607**

**419-243-1114**

From Monroe and Collingwood, drive south on Collingwood to Nebraska and turn right. Drive west on Nebraska approximately six blocks to Hoag Street and turn right. Drive approximately one block the school is on the right.

### **RAYMER SCHOOL**

**1419 Nevada Street, 43605**

**419-671-7650**

From the Cherry Street Bridge follow Main Street to Starr Avenue. Turn left and drive approximately 6 blocks to Raymer Street. Turn right and follow Raymer to Nevada (4 blocks). Raymer School is on the left.

### **REYNOLDS SCHOOL**

**500 Norwich Road, 43615**

**419-385-2211**

From Reynolds and Airport Highway, drive north on Reynolds approximately three blocks to Norwich (first street before Angola Road). Turn right on Norwich.

### **RIVERSIDE SCHOOL**

**Ontario and Chicago Streets, 43611      419-726-1412**

From Summit Street (downtown), drive north on Summit to Chicago Street, across from Riverside Park and turn left. Drive three blocks to Ontario Street.

### **ROSA PARKS**

**3350 Cherry Street, 43608      419-671-4350**

From Central and Cherry, turn north on Cherry and drive approximately one-third mile. The school is on the right.

### **SHERMAN SCHOOL**

**Sherman and Walnut Streets, 43608      419-671-6550**

From Cherry and Bancroft, drive one block north on Cherry to Sherman Street. Turn right. The school is located in the second block on the left.

### **SPRING SCHOOL**

**730 Spring Street, 43608**

From Sticknet and Manhattan, drive south on Stickney to Central. Spring School is approximately four or five blocks past Central on the right.

### **STEWART ACADEMY FOR GIRLS**

**707 Avondale Avenue, 43602      419- 671-5350**

From Collingwood and Dorr, drive south on Collingwood approximately five blocks. Turn right at Avondale Avenue and drive approximately three blocks.



### **WALBRIDGE SCHOOL**

**1245 Walbridge Avenue,**

**419-243-4020**

From the Anthony Wayne Trail and South Street, drive west on South Street to Daniels and turn right. Drive two blocks to Walbridge turn left. The school is on the left.

### **WESTFIELD SCHOOL**

**617 Western Avenue, 43609**

**419-671-5550**

Drive north on the Anthony Wayne Trail to Western and turn right. Westfield is approximately five blocks from the Trail on the right.

### **WHITTIER SCHOOL**

**4221 Walker, 43612**

**419-671-3600**

From Secor and Sylvania, drive east on Sylvania to Lewis Avenue (approximately one mile past Jackman). Turn left on Lewis. Whittier School is on the right two blocks from Sylvania Avenue.

## **DIRECTIONS TO MIDDLE SCHOOLS**

### **BYRNEDALE MIDDLE SCHOOL**

**3635 Glendale Avenue, 43614**

**419-671-2200**

From the corner of Byrne and Glendale, drive west on Glendale approximately two blocks. Byrnedale Junior High School is on the left.

### **DEVEAUX MIDDLE SCHOOL**

**2620 W. Sylvania at Rushland, 43613**

**419-671-3200**

From the corner of Secor and Central, drive north on Secor to Sylvania Avenue and turn right. The school is located approximately seven blocks from Secor Road on the left.

### **EAST BROADWAY MIDDLE SCHOOL**

**1755 E. Broadway St., 43605**

**419-671-7200**

Follow the High Level Bridge drive southeast on Woodville Road to East Broadway. Turn south on East Broadway. Drive approximately one-half mile to school.

### **EAST TOLEDO JUNIOR HIGH SCHOOL**

**(SWING SPACE)**

**355 Dearborn Avenue, 43605**

Follow 1-280 South to the Front Street exit. Bear to the right but stay in the left lane on Front Street in order to turn left at Dearborn (first street). Drive approximately three blocks east on Dearborn.

### **JONES MIDDLE SCHOOL**

**430 Nebraska Avenue, 43602**

**419-671-5400**

From Collingwood and Dorr, drive south on Collingwood to Nebraska. Turn east on Nebraska.

### **LEVERETTE JUNIOR HIGH SCHOOL**

**(SWING SPACE)**

**1111 East Manhattan Blvd., 43608**

From Manhattan and Stickney, drive east on Manhattan approximately three blocks. Leverette is on the left.

### **LEVERETTE MIDDLE SCHOOL**

**445 East Manhattan Blvd., 43608**

**419-671-6200**

From Manhattan and Stickney, drive west on Manhattan approximately two blocks. Leverette is on the right.

### **McTIGUE MIDDLE SCHOOL**

**5555 Nebraska Avenue, 43615** **419-671-1200**

From Airport Highway and Reynolds, drive north on Reynolds to Nebraska. Turn left and drive approximately one-half mile.

### **ROBINSON MIDDLE SCHOOL**

**1075 Horace Street, 43607** **419-671-4200**

From Secor and Central, drive east on Central to Monroe and turn right. Follow Monroe Street to Detroit Avenue and turn right again. Turn left on Horace (first street after Bancroft). Robinson is on the right.

## **DIRECTIONS TO HIGH SCHOOLS**

### **E. L. BOWSHER HIGH SCHOOL**

**2200 Arlington Avenue, 43614** **419-671-2000**

From Airport Highway and South Detroit, drive south on Detroit to Arlington. Bows her High School is on the corner of South Detroit and Arlington.

### **EDWARD D. LIBBEY HIGH SCHOOL**

**1250 Western Avenue, 43609** **419-671-5000**

**CAB Tech** **419-671-5113**

**Humanities** **419-671-5112**

**Smart** **419-671-5111**

From the Anthony Wayne Trail and Western Avenue, drive west on Western past the first traffic light at Hawley Street. Libbey High School is on the right approximately three blocks past the light.

### **ROBERT S. ROGERS HIGH SCHOOL**

**222 McTigue Drive, 43615 419-671-1000**

From Reynolds and Airport Highway, drive north on Reynolds past Hill to Nebraska. Turn left on Nebraska and drive approximately five blocks. Rogers is on the left.

### **JESUP W. SCOTT HIGH SCHOOL**

**2400 Collingwood Blvd., 43620 419-671-4000**

**Allied Health 419-671-4112**

**Arts and Media 419-671-4110**

**Business Tech 419-671-4111**

From Secor and Central, drive east on Central to Collingwood and turn right. Scott High School is approximately one mile on the left.

### **ROY C. START HIGH SCHOOL**

**2010 Tremainsville Road , 43613 419-671-3000**

From Secor and Laskey, drive east on Laskey to the Tremainsville, Douglas and Laskey intersection. Turn right at Tremainsville. Start High School is approximately one-half mile on the left.

### **MORRISON R. WAITE HIGH SCHOOL**

**Morrison Drive at Second, 43605 419-671-7000**

Follow I-75 North to 1-280 South and exit at Front Street. Bear to the right and follow Front Street for approximately seven blocks. Waite High School is on the left.

### **CALVIN R. WOODWARD HIGH SCHOOL**

**600 E. Streicher Street, 43608 419-671-6000**

From Manhattan and Stickney, drive south on Stickney to Central Avenue and turn right. Woodward High School is on the right.

## **DIRECTIONS TO MISCELLANEOUS SCHOOLS**

### **AVIATION CENTER**

**11791 W. Airport Service Road,  
Swanton, Ohio 43558**

**419-865-4651**

From Reynolds Road and Airport Highway, drive west on Airport Highway passing the main entrance to the Airport. Drive one mile past the Airport to Junction 295 North. Sign will be on the right, but turn left to the Aviation Center.

### **ELLIS CENTER**

**3301 Upton, 43613**

**419-671-8764**

On Upton Avenue between Central Avenue and Sylvania Avenue.

### **EAST TOLEDO COMMUNITY PROGRAM**

**1020 Varland, 43605**

**419-691-1429**

From Woodville Road and East Broadway, turn right on East Broadway. Drive three blocks to the corner of East Broadway and Varland.

### **FRANK DICK NATURAL SCIENCE TECHNOLOGY CENTER**

**5561 Elmer Drive, 43615**

**419-537-1198**

Drive west on Central Avenue to Reynolds Road and turn left. Follow Reynolds for approximately one mile to Elmer Drive (on the right). Turn right on Elmer Drive. The Center is on the left just past the Crosby Park entrance.

## **JUVENILE DETENTION CENTER**

**428 10th Street**

**419-249-6723**

Downtown Toledo. Park in lot across from Detention Center. See attendant for place to park. Inside building, ask for the school.

## **LEEP PROGRAM**

**Aurora Gonzales Community and Family Center**

**1 Aurora Gonzales Dr., 43609**

**419-244-6098**

Located off South Avenue, east of the Anthony Wayne Trail.

## **MAYFAIR ACHIEVEMENT**

**5331 Bennett Road, 43612**

**419-478-3037**

Drive from the corner of Laskey and Secor Road east on Laskey past Miracle Mile Shopping Center to Bennett Road. Turn left and drive approximately four blocks to Mayfair.

## **NORTHERN LITES**

**Boys & Girls Clubs**

**2250 North Detroit Avenue, 43606**

**419-241-1028**

From Bancroft and Detroit Avenue, head north on Detroit. The Boys & Girls Club is on the right.

## **PHOENIX ACADEMY**

**2238 Jefferson Avenue**

**419-720-4510**

From Collingwood and Bancroft, head south on Collingwood to Jefferson, turn left on to Jefferson. The Academy is at the corner of Jefferson and Madison.

## **POLLY FOX ACADEMY**

**2238 Jefferson Avenue**

**419-720-4520**

From Collingwood and Bancroft, head south on Collingwood to Jefferson, turn left on to Jefferson.

## **RYDER LEARNING CENTER**

**3117 Nebraska, 43607**

**419-671-8838**

Located between Westwood and Byrne Road on Nebraska.

## **STEP PROGRAM**

**Glendale-Feilbach**

**2317 Cass Rd., 43614**

**419-385-0621**

From the corner of Glendale and Reynolds, drive east on Glendale to Cass Road and turn right. Glendale-Feilbach is approximately five blocks on the left.

## **TOLEDO EARLY COLLEGE HIGH SCHOOL**

**UT Scott Park**

**2225 Nebraska**

**419-530-3003**

From Douglas and Central, drive south on Douglas (Douglas turns into Westwood). Turn left on Nebraska, TEC is approximately one-half mile east on Nebraska.

## **TOLEDO TECHNOLOGY ACADEMY**

**Ellis Center**

**3301 Upton Avenue, 43613**

**419-479-3161**

Located on Upton Avenue between Central Avenue and Sylvania Avenue.

## **YOUTH TREATMENT CENTER**

**225 11th Avenue 43609**

**419-244-8303**

Downtown Toledo. Located at the corner of Jefferson Avenue and 14th Street.

# APPENDIX G

## NOTIFICATION OF INTENT FORM

### SUBSTITUTE TEACHER RENEWAL

Mr./Mrs./

Miss/Ms. \_\_\_\_\_

Last Name

First Name

Middle Initial

APPLICATION/SCHOOL YEAR \_\_\_\_\_

Address

City

State

Zip Code

( )

(Telephone Number)

(Social Security Number)

\_\_\_ I will continue to substitute teach this next school year.

\_\_\_ I will not substitute teach this next school year. (I understand that I must then reapply.)

I wish to declare that I am a:

\_\_\_ Class I Substitute

\_\_\_ Class II Substitute\*

\_\_\_ Retired Toledo Teacher\*

Courses Certified by State of Ohio to Teach \_\_\_\_\_

Courses/Areas To Teach If Needed \_\_\_\_\_

I understand that I may request in writing a change of classification or the Personnel Office may change my classification based upon contractual language.

**NOTE: CURRENT CERTIFICATION OR PROOF OF APPLICATION MUST BE ON FILE.**

-----  
\*For Class II Substitutes & Retired Toledo Teachers:

Days Available

M

T

W

Th

F

Areas Available

Central

East

North

South

West

Specific Schools Desired \_\_\_\_\_

Signature

Date



# CLASS I, II ASSIGNMENT REPORTING FORM

When a Class I or Class II substitute completes an assignment that is five (5) school days in duration, or longer, the following report form must be completed and sent to the personnel office within seven (7) school days of the completed assignment.

## SUBSTITUTE ASSIGNMENT REPORTING FORM

Name \_\_\_\_\_ Building of Assignment \_\_\_\_\_

This form is to be completed and signed by the substitute, the teacher, and the principal. The original may be filed at the school, one copy may be given to the regular teacher and one copy sent to Personnel.

### SECTION A – COMPLETED BY SUBSTITUTE AND

SUBMITTED TO SCHOOL OFFICE. (Substitute may write an additional note which is more in depth to the classroom teacher.)

Lesson plans available: \_\_\_ Yes \_\_\_ No \_\_\_\_\_  
Comments

Schedules, student lists,  
etc., available: \_\_\_ Yes \_\_\_ No \_\_\_\_\_  
Comments

SUBJECT/GRADE LEVEL \_\_\_\_\_ # Students in Class \_\_\_\_\_

COMMENTS: \_\_\_\_\_

SIGNATURE OF SUBSTITUTE \_\_\_\_\_ DATE \_\_\_\_\_

### SECTION B – COMPLETED BY CLASSROOM TEACHER.

Lesson plans followed: \_\_\_ Yes \_\_\_ No \_\_\_\_\_  
Comments

Absentees recorded/  
schedules followed: \_\_\_ Yes \_\_\_ No \_\_\_\_\_  
Comments

COMMENTS: \_\_\_\_\_

SIGNATURE OF TEACHER \_\_\_\_\_ DATE \_\_\_\_\_

SIGNATURE OF PRINCIPAL \_\_\_\_\_ DATE \_\_\_\_\_

#### STATUS

- 1st Year
- Consecutive Year

#### MARCH – CHECK ONLY

- Recommended for hiring
- Recommended for continuation as building sub
- See Evaluation Itself

**CONTINUOUS BUILDING SUBSTITUTE  
SIXTIETH DAY SUMMARY EVALUATION REPORT**

Name \_\_\_\_\_  
 CERTIFICATION \_\_\_\_\_ CERTIFICATION SUBJECT(S) \_\_\_\_\_ DEGREE(S) \_\_\_\_\_  
 SCHOOL \_\_\_\_\_ BEGINNING DATE OF CONTINUOUS BUILDING SUB \_\_\_\_\_  
 OBSERVATION \_\_\_\_\_ CONFERENCE \_\_\_\_\_ NUMBER OF \_\_\_\_\_  
 TIME \_\_\_\_\_ TIME \_\_\_\_\_ DAYS AT SCHOOL \_\_\_\_\_  
 OUTSTANDING                       SATISFACTORY                       UNSATISFACTORY  
 SEM. REPORT #1 \_\_\_\_\_ SEM. REPORT #2 \_\_\_\_\_

\*OUTSTANDING: Performance shows exceptional professional qualities and growth  
 \*SATISFACTORY: Performance at expected and desired professional qualities and growth  
 \*UNSATISFACTORY: Performance shows serious weaknesses or deficiencies  
 \*For more complete definition refer to page 12 in The Toledo Plan  
 \*UNSATISFACTORIES AND/OR OUTSTANDINGS MUST HAVE A WRITTEN SUPPORT STATEMENT

	Out- standing	Satis- factory	Unsat- isfactory
<b>I. TEACHING PROCEDURES</b>			
A. Skill in making assignments			
B. Using present lesson plans			
C. Skill in using motivating techniques			
D. Skill in questioning techniques			
E. Oral and written communication skills			
F. Speech, articulation and voice quality			
<b>II. CLASSROOM MANAGEMENT</b>			
A. Effective classroom facilitation and control			
B. Effective interaction with pupils			
C. Efficient classroom routine			
D. Appropriate interaction with pupils			
E. Is reasonable, fair and impartial in dealing with students			
<b>III. PERSONAL CHARACTERISTICS AND PROFESSIONAL RESPONSIBILITIES</b>			
A. Shows a genuine interest in teaching			
B. Personal appearance			
C. Skill in adapting to change			
D. Adheres to accepted policies and procedures of Toledo Public Schools			
E. Accepts responsibility both inside and outside the classroom			
F. Has a cooperative approach toward parents and school personnel			
G. Is punctual and regular in attendance			

Evaluator's Signature \_\_\_\_\_ Substitute's Signature \_\_\_\_\_ Principal's Signature \_\_\_\_\_

Evaluator's Position \_\_\_\_\_ Date of Conference \_\_\_\_\_

# SUBSTITUTE PERFORMANCE REPORT

## CIRCLE ONE

**SATISFACTORY** — Must be filed after first five (5) days then every ten (10) days thereafter

**UNSATISFACTORY** — May be filed at any time

A **SATISFACTORY** report does not need a meeting between the evaluator and the substitute, but the Personnel Office will forward a copy to the TFT and the substitute.

An **UNSATISFACTORY** report requires a meeting between the principal and the substitute. The filing of an unsatisfactory report with the Personnel Department is subject to the TFT/TBE AGREEMENT on Substitutes.

Substitute may respond in writing.

Date filed \_\_\_\_\_ Substitute's Name \_\_\_\_\_

School \_\_\_\_\_ Subject/Grade Level \_\_\_\_\_

Date(s) of assignment \_\_\_\_\_

The following is based on personal observation by  
(Principal/Teacher) Report: \_\_\_\_\_

Signature of Observer: \_\_\_\_\_

Substitute's return requested Yes \_\_\_\_\_ No \_\_\_\_\_

**NOTE:** If NO, please call the Substitute Office IMMEDIATELY. The substitute may be taken off the list for your school. After the required meeting, forward the report to the Personnel Office as soon as possible.

This substitute has hiring potential Yes \_\_\_\_\_ No \_\_\_\_\_

Substitute and administrator met on \_\_\_\_\_

Date

Substitute's signature \_\_\_\_\_

Date \_\_\_\_\_

Administrator's signature \_\_\_\_\_

Date \_\_\_\_\_

# TEACHER SUMMARY EVALUATION REPORT

Name \_\_\_\_\_ Employee # \_\_\_\_\_  
 School \_\_\_\_\_ Date \_\_\_\_\_  
 Grade/Subject \_\_\_\_\_ Certification \_\_\_\_\_  
 College \_\_\_\_\_ Degree \_\_\_\_\_  
 Period of Sept.-Dec.  Jan.-Mar.  Feb.-May  Apr.-Dec.   
 # of Observations & Time \_\_\_\_\_ Conferences \_\_\_\_\_  
 Intern Semesters Completed \_\_\_\_\_ Inservices \_\_\_\_\_

Check on All Reports	Check when Applicable	Contract Status
<input type="checkbox"/> Satisfactory	<input type="checkbox"/> Recommend 1 <sup>st</sup> one-year contract	<input type="checkbox"/> 1st year contract
<input type="checkbox"/> Unsatisfactory	<input type="checkbox"/> Recommend 2 <sup>nd</sup> one-year contract	<input type="checkbox"/> 2nd year contract
<input type="checkbox"/> Written Comment Only	<input type="checkbox"/> Recommend 3 <sup>rd</sup> one-year contract	<input type="checkbox"/> 4th year contract
<input type="checkbox"/> Recommend 2 <sup>nd</sup> semester Intern Program	<input type="checkbox"/> Recommend initial 4-year contract	<input type="checkbox"/> Continuing contract
<input type="checkbox"/> Recommend release from Intern Program	<input type="checkbox"/> Recommend non-reappointment	<input type="checkbox"/> Long-term substitute (60 or more days)
<input type="checkbox"/> Recommend 2 <sup>nd</sup> semester Mentor Program		<input type="checkbox"/> Student Teacher
<input type="checkbox"/> Recommend release from Mentor Program		

SATISFACTORY: Performance at expected and desired qualities and growth.

UNSATISFACTORY: Performance shows serious weakness or deficiencies.\*

\*For a more complete definition, refer to page 10 in The Toledo Plan.

\*Unsatisfactories must have a written supportive statement.

	Satisfactory	Unsatisfactory
<b>I. TEACHING PROCEDURES</b>		
A. Skill in planning		
B. Skill in assessment and evaluation		
C. Skill in making assignments		
D. Skill in developing good work study habits		
E. Resourceful use of instructional materials		
F. Skill in using motivating techniques		
G. Skill in questioning techniques		
H. Ability to recognize and provide for individual differences		
I. Oral and written communication skills		
J. Speech, articulation and voice control		
<b>II. CLASSROOM MANAGEMENT</b>		
A. Effective classroom facilitation and control		
B. Effective interaction with pupils		
C. Effective classroom routine		
D. Confidence/Stability		
E. Is reasonable, fair and impartial in dealing with students		
<b>III. KNOWLEDGE OF SUBJECT – ACADEMIC PREPARATION</b>		
<b>IV. PERSONAL CHARACTERISTICS &amp; PROFESSIONAL RESPONSIBILITY</b>		
A. Shows a genuine interest in teaching		
B. Personal appearance		
C. Skill in adapting to change		
D. Adheres to accepted policies and procedures of TPS		
E. Accepts responsibility both inside and outside the classroom		
F. Has cooperative approach toward parents and school personnel		
G. Is punctual and regular in attendance		

Evaluator's Signature  
(when required)

Teacher's Signature

Principal's Signature  
(when required)

**Intern Consultant**

Evaluator's Position

Date of Conference

**DIRECTIONS**

1. Rate all categories, bold face and subcategories.
2. Attach all supporting documents that have been signed or initialed.

Revised 10/06