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CERTIFICATE
(O.R.C. 5705.412)

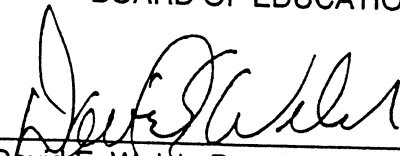
RE: RESOLUTION TO APPROVE THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE TOLEDO BOARD OF EDUCATION AND EMPLOYEES REPRESENTED BY THE TOLEDO FEDERATION OF TEACHERS, AFT, AFL-CIO, LOCAL 250 REPRESENTING CLASSROOM TEACHERS

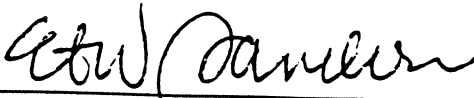
IT IS HEREBY CERTIFIED that the Toledo City School District Board of Education has sufficient funds to meet the contract, obligation, payment, or expenditure for the above, and has in effect for the remainder of the fiscal year and the succeeding fiscal year the authorization to levy taxes which, when combined with the estimated revenue from all other sources available to the District at the time of certification, are sufficient to provide operating revenues necessary to enable the District to maintain all personnel and programs on all the days set forth in its adopted school calendars for the current fiscal year and for a number of days in the succeeding fiscal year equal to the number of days instruction was held or is scheduled for the current fiscal year, except that if the above expenditure is for a contract, this certification shall cover the term of the contract.

(Revised July 1, 2002 in Compliance with SB77 Revisions to O.R.C. 5705.412)

Toledo City School District Board of Education
Dated: 02/24/04

TOLEDO CITY SCHOOL DISTRICT
BOARD OF EDUCATION

BY: 
David E. Welch, Board President

BY: 
Eugene T. W. Sanders, Superintendent

BY: 
James P. Fortlage, Treasurer

CERTIFICATE
(O.R.C. 5705.412)

RE: RESOLUTION TO APPROVE THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE TOLEDO BOARD OF EDUCATION AND EMPLOYEES REPRESENTED BY THE TOLEDO FEDERATION OF TEACHERS, AFT, AFL-CIO, LOCAL 250 REPRESENTING PARAPROFESSIONALS

IT IS HEREBY CERTIFIED that the Toledo City School District Board of Education has sufficient funds to meet the contract, obligation, payment, or expenditure for the above, and has in effect for the remainder of the fiscal year and the succeeding fiscal year the authorization to levy taxes which, when combined with the estimated revenue from all other sources available to the District at the time of certification, are sufficient to provide operating revenues necessary to enable the District to maintain all personnel and programs on all the days set forth in its adopted school calendars for the current fiscal year and for a number of days in the succeeding fiscal year equal to the number of days instruction was held or is scheduled for the current fiscal year, except that if the above expenditure is for a contract, this certification shall cover the term of the contract.


(Revised July 1, 2002 in Compliance with SB77 Revisions to O.R.C. 5705.412)

Toledo City School District Board of Education
Dated: 02/24/04

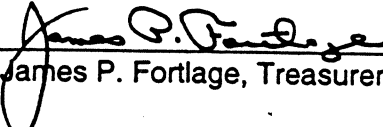
TOLEDO CITY SCHOOL DISTRICT
BOARD OF EDUCATION

BY: 

David E. Welch, Board President

BY: 

Eugene T. W. Sanders, Superintendent

BY: 

James P. Fortlage, Treasurer

CERTIFICATE
(O.R.C. 5705.412)

RE: RESOLUTION TO APPROVE THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE TOLEDO BOARD OF EDUCATION AND EMPLOYEES REPRESENTED BY THE TOLEDO FEDERATION OF TEACHERS, AFT, AFL-CIO, LOCAL 250 REPRESENTING SUBSTITUTE TEACHERS

IT IS HEREBY CERTIFIED that the Toledo City School District Board of Education has sufficient funds to meet the contract, obligation, payment, or expenditure for the above, and has in effect for the remainder of the fiscal year and the succeeding fiscal year the authorization to levy taxes which, when combined with the estimated revenue from all other sources available to the District at the time of certification, are sufficient to provide operating revenues necessary to enable the District to maintain all personnel and programs on all the days set forth in its adopted school calendars for the current fiscal year and for a number of days in the succeeding fiscal year equal to the number of days instruction was held or is scheduled for the current fiscal year, except that if the above expenditure is for a contract, this certification shall cover the term of the contract.

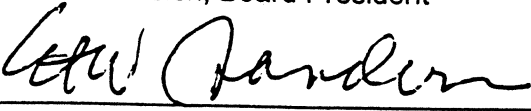
(Revised July 1, 2002 in Compliance with SB77 Revisions to O.R.C. 5705.412)

Toledo City School District Board of Education
Dated: 02/24/04

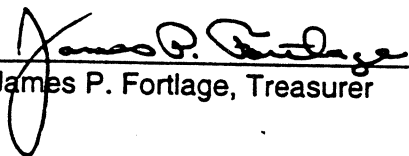
TOLEDO CITY SCHOOL DISTRICT
BOARD OF EDUCATION

BY: 

David E. Welch, Board President

BY: 

Eugene T. W. Sanders, Superintendent

BY: 

James P. Fortlage, Treasurer

Toledo Federation of Teachers


LXII. DURATION, RENEWAL, NO STRIKE

This Agreement shall become effective as of April 1, 2004, and the terms and conditions thereof shall be effective as provided herein and shall continue through March 31, 2006, on all issues without exception.

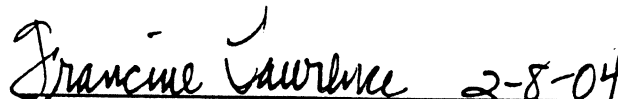
This Agreement shall be automatically renewed as to both economic and non-economic issues for additional periods of one year unless either party shall notify the other party not later than December 1 (e.g. 2005, 2006, etc.) before expiration of its desire to modify or amend the Agreement. In the event 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, 2006, 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.

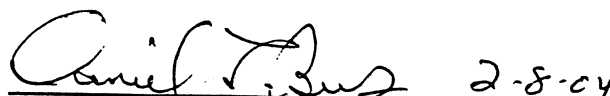
However, the basic teacher salary schedule and hourly wages, specified in this Agreement shall be reopened as per ORC 4117 upon the approval of a new mileage tax levy. The parties retain all rights for this reopener as specified in ORC 4117, including the right to strike.


Clinton L. Faulkner
Executive Assistant to the Superintendent

Date


Francine Lawrence
President, TFT

Date


Daniel J. Burns
Chief Business Manager

Date

Toledo Federation of Teachers

Representing Paraprofessionals

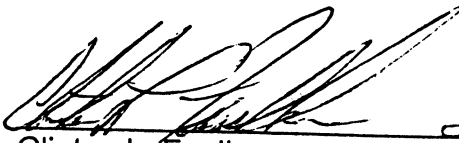
26. DURATION, RENEWAL, NO STRIKE

This Agreement shall become effective as of April 1, 2004, and the terms and conditions thereof shall be effective as provided herein and shall continue through March 31, 2006, 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. 2005, 2006, 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, 2006, 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.

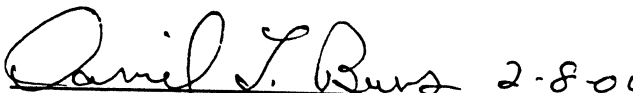
However, the paraprofessionals hourly wages, and compensation specified in this Agreement shall be reopened as per ORC 4117 upon the approval of a new mileage tax levy. The parties retain all rights for this reopener as specified in ORC 4117, including the right to strike.


Clinton L. Faulkner
Executive Assistant to the Superintendent

2-8-04
Date


Francine Lawrence
President, TFT

2-8-04
Date


Daniel J. Burns
Chief Business Manager

2-8-04
Date

Toledo Federation of Teachers

Representing Substitute Teachers


XII DURATION, RENEWAL, NO STRIKE

This Agreement shall become effective as of April 1, 2004, and the terms and conditions thereof shall be effective as provided herein and shall continue through March 31, 2006, on all issues without exception.

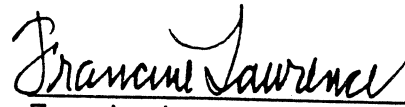
This Agreement shall be automatically renewed as to both economic and non-economic issues for additional periods of one year unless either party shall notify the other party not later than December 1 (e.g. 2005, 2006, etc.) before expiration of its desire to modify or amend the Agreement. In the event 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, 2006, 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.

However, the basic salary schedule and hourly wage, specified in this Agreement shall be reopened as per ORC 4117 upon the approval of a new mileage tax levy. The parties retain all rights for this reopener as specified in ORC 4117, including the right to strike.


Clinton L. Faulkner
Executive Assistant to the Superintendent

2-8-04
Date


Francine Lawrence
President, TFT

2-8-04
Date


Daniel J. Burns
Chief Business Manager

2-8-04
Date


The parties are in agreement as described below.

1. 1.20 percent salary increase retroactive to February 1, 2003 will be paid to teachers, who are on the payroll at the time of payment and will be added to the basic teacher's salary schedule (Article XXXV of the current Contract) at time of payment. An additional .28 percent salary increase retroactive to August 1, 2003 will be paid to teachers who are on the payroll at the time of payment and will be added to the basic teacher's salary schedule (Article XXXV of the current Contract) at time of payment.
2. 1.20 percent salary increase retroactive to February 1, 2003 will be paid to paras who are on the payroll at the time of payment and will be added to the basic paraprofessional's salary schedule (per Article 22-A of the current Contract) at time of payment. An additional .28 percent salary increase retroactive to August 1, 2003 will be paid to paras who are on the payroll at the time of payment and will be added to the basic paraprofessional's salary schedule (per Article 22-A of the current Contract) at time of payment.
3. 1.20 percent salary increase retroactive to February 1, 2003 will be paid to substitute teachers who are on the payroll at the time of payment and will be added to the Class I, II, and III substitute teacher's salary schedule (per Article VIII of the current Contract) at time of payment. An additional .28 percent salary increase retroactive to August 1, 2003 will be paid to substitute teachers who are on the payroll at the time of payment and will be added to the Class I, II, and III substitute teacher's salary schedule (per Article VIII of the current Contract) at time of payment.

J.J.
28704
2804

4. This money will be paid at the time the Board determines it can financially make payment. If additional funding is received from a new locally voted levy or other voter ballot initiatives before March 31, 2006, the 1.48% shall be paid.
5. However if after April 1, 2006 the payment has not been made, a mutually agreed person or panel will review the financial condition of the district and recommend, or not recommend, payment. In the event payment is not recommended, the obligation to pay will continue. The recommendation will be advisory only and will not supercede the Board's legal obligation under ORC 5705.412.
6. Payment will reflect step and lane changes for those on the payroll during the period in which payment has been delayed. Individuals still employed but without sick leave, or those on layoff status, will qualify based on their personal schedule placement at time of payment.

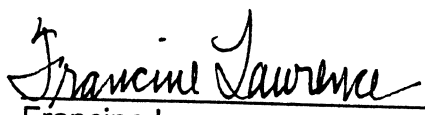
FOR THE BOARD



Clinton L. Faulkner
Executive Assistant to the Superintendent
for Human Resource

2-8-04
Date

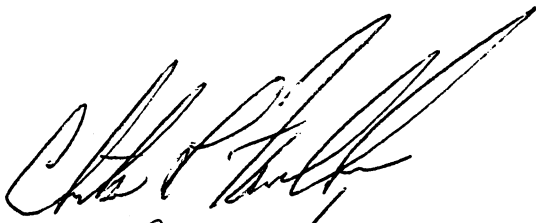
FOR THE UNION




Francine Lawrence
President
Toledo Federation of Teachers

2-8-04
Date

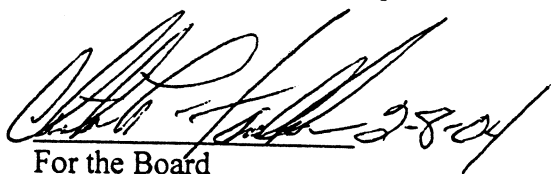
An audit of Toledo Public Schools healthcare and prescription drug plans will be conducted with the American Federation of Teachers paying for the audit. The employer will provide the data. The findings of the audit are intended improve access and quality of care while lowering the cost of insurance for employer and employee.



Chris P. Smith
2-8-04


Francine Lawrence
2-8-04

Memorandum of Agreement
Between
Toledo Board of Education
And
Toledo Federation of Teachers

In the event other Toledo Public Schools bargaining units obtain a health care package in which various terms differ from those agreed by the Board and Federation, the Federation shall have the option of incorporating said difference(s) in its healthcare plan.

 2-8-04
For the Board

 2-8-04
For the Federation

MEMORANDUM OF UNDERSTANDING
BETWEEN
TOLEDO BOARD OF EDUCATION
AND
TOLEDO FEDERATION OF TEACHERS (TFT)

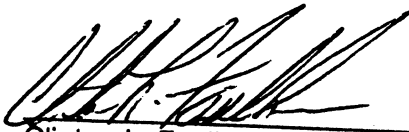
RE: Adjustment for Three-Week Period between Paydays

The Administration and the TFT agree to the following:

The last check for the 2004-05 school year will be paid on August 26, 2005 as scheduled. The first check for the 2005-06 school year will be paid on September 16, 2005.

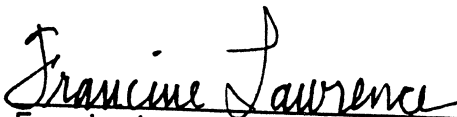
This adjustment will result in a three-week period between checks.

FOR THE BOARD


Clinton L. Faulkner
Executive Assistant to the Superintendent

2-8-04
Date

FOR THE UNION


Francine Lawrence
President, Toledo Federation of Teachers


2-8-05
Date

RE: Spousal Insurance Arbitration

Teachers who have a balance due to the board of Education as a result of the Spousal Language arbitration decision dated May 27, 2003, will have their balance due reduced by 60%.


The Board agrees to a cap of \$15,000 per individual TFT member.

FOR THE BOARD


Clinton L. Faulkner
Executive Assistant to the Superintendent
for Human Resource

2-8-04
Date

FOR THE UNION


Francine Lawrence
President
Toledo Federation of Teachers

2-8-04
Date

In regard to Article XXXV-G Severance Pay Policy, the following has been agreed to:


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

Years of service will be those granted by the Toledo Board of Education. Accumulated sick leave will be the total credited at the time of retirement paid at the employee's daily rate times 60%.

Teachers who retire on or after June 1, 2004 will be paid at the employee's daily rate times 66%.

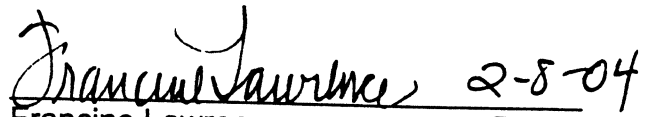
Teachers who retire on or after June 1, 2005 will be paid at the employee's daily rate times 70%.

FOR THE BOARD


Clinton L. Faulkner
Executive Assistant to the Superintendent
for Human Resource

Date

FOR THE UNION


Francine Lawrence
President
Toledo Federation of Teachers

Date

In regard to Article 22-N, Severance Pay Policy, the following as been agreed to:

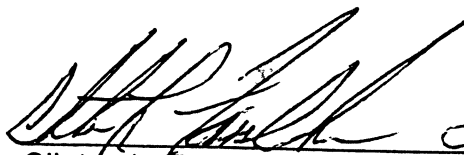
Paraprofessionals with twenty (20) years of service or more must exercise one of the options under SERS. This can include the option of withdrawing all SERS funds. However, early retirement which freezes benefits until a later age will preclude severance pay.

Years of service will be those granted by the Toledo Board of Education. Accumulated sick leave will be the total credited at the time of retirement paid at the employee's daily rate times 60%.

Paraprofessionals who retire on or after June 1, 2004 will be paid at the employee's daily rate times 66%.

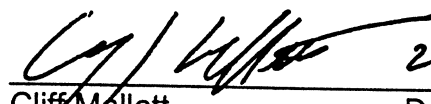
Paraprofessionals who retire on or after June 1, 2005 will be paid at the employee's daily rate times 70%.

FOR THE BOARD


Clinton L. Faulkner
Executive Assistant to the Superintendent
For Human Resources

2-8-04
Date

FOR THE UNION


Cliff Mallett
Treasurer
Toledo Federation of Teachers

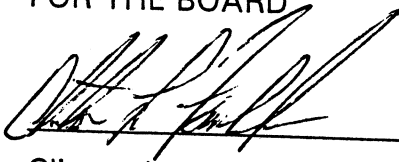
2-8-04
Date

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

RE: Reorganization of Middle Schools

It is agreed, by and between the undersigned, that the Board and the Federation agree to negotiate terms and conditions of employment that change as a result of the reorganization of the new middle schools, including but limited to, Masters-in-Field pay.

FOR THE BOARD




Clinton L. Faulkner
Executive Assistant to the Superintendent
for Human Resources

2-13-04

Date

FOR THE UNION

 2-13-04

Francine Lawrence
President
Toledo Federation of Teachers

Date


Joint Referral to Interest Arbitration

The Board of Education of Toledo City School District, Toledo Federation of Teachers, Toledo Association of Administrative Personnel UAW Local 5242, on behalf of the Toledo School District and these collective bargaining units, hereby submit to Nels Nelson for final and binding arbitration the issue of the Health Insurance Program and other items as tentatively agreed to and signed by the parties on or before this date.

If the agreed package as described above is rejected by any one of the four (4) bargaining units, the question of whether the unit shall adopt the entire package shall be submitted to final and binding arbitration for the rejecting unit. The arbitrator will not add to, delete, or alter the terms submitted to him as previously agreed to by the undersigned parties.

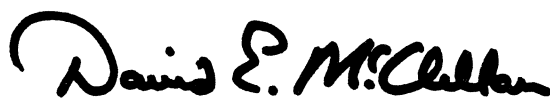
It is further agreed that other items tentatively agreed to and signed by the parties are contingent on adoption of the Health Insurance Program.

FOR THE BOARD:

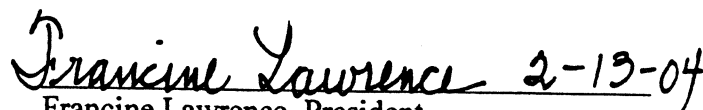


Clinton L. Faulkner
Executive Assistant to the Superintendent
For Human Resources

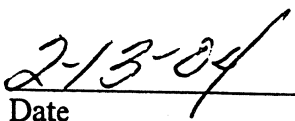
FOR THE UNIONS:



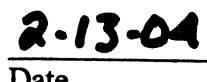
David E. McClellan, President
Toledo Association of Administrative Personnel
UAW Local 5242



Francine Lawrence, President
Toledo Federation of Teachers



Date



Date

02/13/04:jlt

**MEMORANDUM OF AGREEMENT
BETWEEN
THE TOLEDO BOARD OF EDUCATION (BOARD)
AND
THE TOLEDO FEDERATION OF TEACHERS (TFT)**

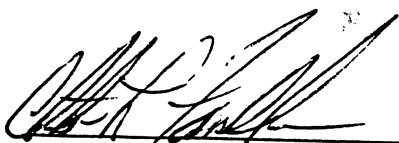
RE: Student Discipline

The Board and Federation agree to review with the intent of mutual resolution:

- The student Discipline Hearing and Appeal process. This review will be completed before June 1, 2004.
- Request for teacher or paraprofessional presence at a suspension or expulsion hearing.
- Request for completion of an Eye Witness Report form regarding the circumstances that gave rise to a student suspension or expulsion.
- Presentation of Eye Witness Report form at any student disciplinary hearing referenced in this agreement.
- Absence of a teacher or paraprofessional at any student disciplinary not being grounds for overturning any decision to suspend or expel a student.
- Guidelines for parent and advocate conduct at student disciplinary hearing.
- Federation bargaining unit members subjected to threats, intimidation, harassment, or a hostile work environment by any parent or advocate as a result of participating in a student disciplinary meeting.

FOR THE BOARD:

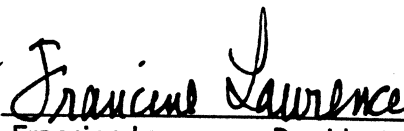
FOR THE UNION:



Clinton L. Faulkner
Executive Assistant to the Superintendent
For Human Resources

2/13/04

Date



Francine Lawrence, President
Toledo Federation of Teachers

2-13-04

Date

02/13/2004:jlt