BOARD OF EDUCATION SPECIAL MEETING MINUTES August 15, 2018

The Board met in special session at 7:30 am in the Administrative Office Conference Room. President Aldrich called the meeting to order. Present were Mrs. Robertson, Mrs. Russel, Treasurer Mr. Barnhart, Assistant Superintendent Mr. Roth, and Superintendent Mr. Kurt.

ACTION ITEMS

2018-008-007 Negotiated Agreement with Findlay Education Association

It was motioned by Mrs. Russel, seconded by Mrs. Robertson to approve the one year Collective Bargaining Agreement between the Findlay Education Association and the Board of Education as presented in **EXHIBIT A.**

Roll call: Mrs. Russel, aye; Mrs. Robertson, aye; Mr. Aldrich, aye. President Aldrich declared the motion carried.

2018-008-008 Revised 2018-2019 Calendar

It was motioned by Mrs. Robertson, seconded by Mrs. Russel to approve the revised 2018-2019 school calendar.

Roll call: Mrs. Robertson, aye; Mrs. Russel, aye; Mr. Aldrich, aye. President Aldrich declared the motion carried.

2018-008-009 Adjournment

It was motioned by Mrs. Robertson, seconded by Mrs. Russel to adjourn the meeting at 7:37 am.

Roll call: Mrs. Robertson, aye; Mrs. Russel, aye; Mr. Aldrich, aye. President Aldrich declared the motion carried.

Treasurer

President

NOTE: The next Regular Board meeting will be held Monday, August 20, 2018 at 6:00 PM @ Jefferson Primary



COLLECTIVE BARGAINING AGREEMENT

Between

FINDLAY EDUCATION ASSOCIATION

And

FINDLAY CITY SCHOOL DISTRICT BOARD OF EDUCATION

Effective: July 1, 2018-June 30, 2019

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ARTICLE I – RECOGNITION AND BARGAINING PROCEDURES

A. <u>Recognition</u>

The Findlay City School District Board of Education, hereinafter "Board," recognizes the Findlay Education Association, and its affiliates, hereinafter "Association," as the sole and exclusive representative for a bargaining unit comprised of all regularly employed licensed personnel in the daytime program of the District. Excluded from the bargaining unit are substitutes, all classified staff, registered nurses (RN), and all confidential, supervisory and management level employees including the Superintendent, Assistant Superintendent, principals, assistant principals, supervisors, directors, and coordinators for whom a license in supervision or administration is required. The work of Title I teachers will remain Association bargaining work.

B. Bargaining Procedure

- <u>Submission of Issues</u> No earlier than February 1 but no later than April 1 of the calendar year in which this Agreement expires, the Association shall have the right to request, in writing, a meeting for negotiations. This meeting shall be scheduled not more than ten (10) days following receipt of the request at a time and place mutually agreeable, unless a later date is mutually agreed to. At this meeting the Association and the Board shall exchange proposals that identify the topics being put on the table and the provision(s), if any, of the current agreement that would be affected. No additional issues shall be submitted by either party, unless the parties mutually agree to the addition.
- 2. <u>Bargaining Teams</u> Each team shall be limited to five (5) representatives who shall be designated at the onset of negotiations. Either party may replace any member of its team at any time.
- 3. <u>Meetings</u> All meetings shall be at a time and place agreeable to both parties.
- 4. <u>Tentative Agreement</u> As items receive tentative agreement, they shall be reduced to writing, initialed by a representative of each party, and set aside. Items receiving tentative agreement may be changed only through mutual consent of the parties.
- 5. <u>Agreement</u> When all items have been discussed and tentative agreement reached, the entire agreement shall be reduced to writing and submitted within fifteen (15) days to the respective parties for ratification.
- 6. <u>Dispute Resolution Procedure</u> The parties agree that the following method of dispute resolution has been adopted and mutually agreed to in accordance with Ohio Revised Code Section 4117.14(1)(f).
 - a. If agreement is not reached within forty-five (45) days of commencement of negotiations or earlier upon declaration in writing by either party, impasse shall be declared unless the parties mutually agree otherwise.
 - b. Items unresolved shall be submitted to mediation under the auspices of the Federal Mediation and Conciliation Service.
 - c. Mediation shall continue until this Agreement expires or until the parties reach agreement, whichever occurs first.
 - d. Upon expiration of this Agreement the Association shall have the right to exercise any and all rights under Ohio Revised Code Section 4117.14 (D) (2)

ARTICLE II -- GRIEVANCE PROCEDURE

A. <u>Purpose</u>

The purpose of this procedure shall be to obtain, at the lowest administrative level and in the shortest period of time, equitable solutions to grievances which may arise from time to time.

B. <u>Definitions</u>

GRIEVANCE – A claim by an employee that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement.

GRIEVANT – An employee filing a grievance. If more than one member is a grievant, each shall sign the grievance. **CLASS ACTION GRIEVANCE** – A grievance which affects a group or class of employees or is an alleged violation of this Agreement with respect to the rights and/or privileges granted the Association. To qualify as a Class Action Grievance, the grievance must include the signature of the FEA President or designee.

C. <u>Procedure</u>

<u>Step 1</u>

The grievant shall first discuss the grievance with his/her principal or immediate supervisor within ten (10) days of the occurrence of the grievance at a meeting of sufficient duration to make a good faith attempt to resolve the matter informally. The grievant shall state whether the meeting constitutes a Step 1 grievance meeting. The grievant may either discuss the matter directly or through a representative but must be immediately available if a representative is used.

<u>Step 2</u>

Within ten (10) days from the date of the Step 1 discussion, the grievant shall present the grievance on a grievance form (APPENDIX A) to his/her principal or supervisor, who will arrange for a meeting to take place within five (5) days after its receipt. The grievant shall have the right to request a representative of the Association to be present and the principal or supervisor shall have the right to have a representative of the Administration present. The principal or supervisor must provide the grievant and the chairperson of the Association Professional Rights and Responsibilities (PR & R) Committee with a written disposition within three (3) days after the meeting.

Step 3, A (For all grievances)

If the action taken at Step 2 does not resolve the grievance, the grievant may appeal the grievance to the Superintendent within ten (10) days of receipt of the Step 2 disposition. The grievant shall have the right to request a hearing before the Superintendent, which shall be so noted at the time the grievance form is submitted. Such hearing shall be conducted within ten (10) days after receipt of the request. The grievant shall have the right to request a representative of the Association to be present at the time the grievance is being discussed and the Superintendent shall have the right to have a representative of the Administration present. The Superintendent shall provide the grievant and the chairperson of the Association PR & R Committee with a written disposition within five (5) days after the hearing.

Association shall have the right to submit such grievance in writing directly to the Superintendent as a class action grievance and the processing of the grievance shall commence at Step 3 within twenty (20) days of the occurrence.

Step 3, B (For Board Policy Grievances Only)

If the action taken at Step 3, A, does not resolve the grievance, the grievant may appeal the grievance to the Board. Such appeal shall be in writing within ten (10) days of receipt of the Superintendent's disposition. The Board shall conduct a grievance hearing at its next Board meeting or no later than fifteen (15) days from the date of the appeal to the Board.

The Board shall act on the grievance and notify the grievant within ten (10) days of the grievance hearing. This ruling shall be final and binding on both parties.

<u>Step 4</u>

By mutual agreement, either party may submit the issue to mediation within 5 days after receipt of the written notice of the action in step 3A by the Superintendent and/or his/her designee. The mediation will be conducted by an FMCS mediator at no cost to either party.

Step 5 (Does not include Board Policy Grievances)

If the action at Step 3, A, does not resolve the grievance the Association shall have the right to request that the issue be submitted to arbitration within ten (10) days of receipt of the Superintendent's disposition.

A list of arbitrators shall be supplied to the parties by the American Arbitration Association (AAA). Selection shall be by the rules and regulations of the AAA. AAA's administrative fees shall be paid in equal shares by the Board and Association. The arbitrator shall have no power to alter, add to, or subtract from the terms of this contract. The arbitrator shall not have any authority to rule contrary to Ohio law except in areas which supersede state law.

The decision of the arbitrator shall be final and binding. The costs of the services of the arbitrator of any meeting room(s), and of any court reporter (if both parties request transcripts), shall be borne equally by the Association and the Board.

D. <u>General</u>

- 1. The Administration and the Association shall mutually cooperate in the investigation of any grievance and, further, shall furnish such information as is requested for the processing of the grievance.
- 2. Whenever possible, grievances shall be processed outside the regular workday. Should the processing of any grievance at Step 4 require that a teacher be excused from his/her regular assignment, he/she shall be excused without loss of pay or benefits. Such leave shall not be charged against any other leave in this contract.
- 3. Time limits may be extended only by mutual written agreement. A failure on the part of the grievant to comply with the time limits shall be cause for the grievance to be withdrawn and/or; if, in the judgment of the Association, a grievance affects a group or class of employees, the grievance withdrawn by operation of this provision shall not be construed as establishing a precedent for any future dispute that may arise.
- 4. If an administrator fails to hold a meeting or to respond to a grievance by the stated deadline, the grievant is entitled to appeal to the next step.
- 5. Appendix A will be used to process all grievances and will be available in each school and/or by the Association.
- 6. All grievances filed after the termination of this Agreement and prior to the effective date of the next contract, unless the terms of this Agreement continue in full force and effect, will not be processed.
- 7. No employee shall be represented by an organization other than the Association in any grievance. An employee may present grievances and have them adjusted, without the intervention of the Association, as long as the adjustment is not inconsistent with the terms of this Agreement and as long as an Association representative has the opportunity to be present at the adjustment.

ARTICLE III – ASSOCIATION & BOARD RIGHTS

A. <u>Association Rights</u>

1. Use of School Facilities

The following school facilities may be used for activities related to the Association's role as exclusive representative of the bargaining unit.

- (a) Faculty bulletin boards shall be provided for dissemination of Association material. They shall be located in the teachers' lounge or workroom or in the school office.
- (b) The Association shall, with notice to the principal, have the right to make announcements and reports as a part of the regular faculty meetings. In addition, Association building representatives shall have the right to call meetings of Association members for the above mentioned purpose at times which are communicated in advance to building principals and do not conflict with the attendees' scheduled classes, faculty meetings, or other previously scheduled activities. Employees having assigned duties shall be expected to attend to such duties.
- (c) The Association shall have the right to use the building PA system for Association announcements outside the normal student day, or any other time agreeable to the building principal.
- (d) The Association shall have the right to use the schoolteacher mailboxes for distribution of its materials.
- (e) The Association shall have the right to use school facilities and equipment with prior notification at such times as the use would not interfere with normal school use. The Association will pay the cost of all supplies used.
- (f) Representatives of the Association shall have access to school buildings to conduct Association business.

2. Association Participation at Board Meetings

If the Association President or designee wishes to comment on any agenda item while it is being discussed in the Board Meeting, he/she may request the opportunity to do so, prior to the beginning of the meeting.

3. <u>Receipt of Public Information</u>

Upon request, the Board and the Superintendent agree to furnish the Association President a copy of any available information.

4. School Calendar

The Superintendent shall present the school calendar to the Association President for review and suggestions, prior to its final approval by the Board.

5. Released Time for Association Business

An employee who is engaged during the school day or on behalf of the Association in negotiations, mediation, bargaining grievances or arbitration with any representative of the Board shall be released from regular duties without loss of salary. Such appearance(s) shall not be charged against any other leave in this Agreement. To conduct Association business, the Association President shall be granted either released time from duties equivalent to one (1) high school class period per day without loss of pay or a stipend in the amount of five thousand dollars (\$5,000) paid in three (3) equal installments. The Board will pay retirement on this stipend which will be consistent with Rule 3307-6-01 of the Ohio Administrative Code. The Association shall reimburse the Board for such retirement payments in three (3) equal installments. The Association President will inform the Board of his/her choice for the upcoming school year by June 15.

6. New Teacher Orientation

The Association shall have a place on the agenda of any new teacher orientation program.

7. Employees List

The Association shall be provided a list of employees, including names and addresses, employed during the period of April 1 to August 1 of each year. Such list shall be available by August 10. A list of such employees hired after August 1 shall be available weekly.

8. Notification of Board Meetings

The Association shall receive notification of any regular or special Board meetings at the same time as the Board is notified. Such notification shall be made to the Association President.

The Association shall have the right to receive advance copies of the agenda, minutes, financial reports of each Board meeting in addition to the approved minutes of the last meeting. Such agenda and materials shall be sent to the Association President at the same time it is sent to the Board.

9. Dues Deduction

The Association shall have the right to payroll deduction of membership dues and assessments of the Association, including the NEA, the OEA, and the NWOEA. Authorization for payroll deduction shall be signed by the employee and delivered to the Treasurer on or before October 1st. Any variation and or waiver of timelines of contract language concerning dues deduction needs to be done by written agreement between the School Board Treasurer and the Association Treasurer or Membership Chairperson. The Board of Education will not be responsible for the timely delivery of items placed in the inner school mail. The Association Treasurer or Membership Chairperson will hand deliver to the Board Treasurer all necessary documentation. All new enrollees with use the new enrollment dues deduction form and continuous members will use the continuous enrollment spreadsheet.

The balance of the annual dues deductions shall be deducted from the final paycheck of the member resigning his/her position or receiving a leave of absence after the opening of school. All money so deducted shall be remitted to the Association Treasurer monthly.

10. Membership in Professional Organizations

- (a) Employees have the right freely to organize, to join, and to support any organization for their professional and/or economic improvement or to refrain from organization or membership. Neither the Board nor the Association shall intimidate and/or coerce any employee with respect to becoming or remaining a member of the Association or electing not to be a member, nor shall the Board or the Association discriminate against any employee because of the employee's membership in or activity on behalf of the Association or because of non-membership.
- (b) Membership in any organization shall not be required as a condition of employment by the Board.
- 11. Input Into Policy

At least two (2) weeks prior to Board adoption of any new policies or revisions of current policies which affect employees, and any action that affects terms and conditions of employment as stated in Ohio Revised Code 4117 shall be presented to the Association President for study and recommendations.

B. <u>Board Rights</u>

The Board expressly retains all management rights as per Ohio Revised Code Section 4117.08 and as granted under other statutory management rights. The Board's and the Superintendent's exercise of these management rights requires neither prior negotiation with nor agreement of the Association except as required by the expressed terms of this Agreement. Such management rights include:

- A. determine matters of inherent managerial policy, which include, but are not limited to, areas of discretion or policy such as the functions and programs of the Board, standards of services, its overall budget, utilization of technology, and organizational structure;
- B. hire, assign, direct, schedule, supervise, and evaluate teachers;
- C. maintain and improve the efficiency and effectiveness of school operations;
- D. determine the methods, processes, means, and personnel by which school operations are to be conducted;
- E. suspend, discipline, demote, or terminate teachers for just cause; F. lay off, transfer, promote, or retain teachers;
- G. determine the adequacy of work force;
- H. determine the overall mission of the school district as an educational unit;
- I. effectively manage the work force;
- J. take actions to carry out the mission of the school district;
- K. assign the pupils to the proper schools and grades (ORC 3319.01)

ARTICLE IV -- EMPLOYMENT PRACTICES

A. <u>Assignments, Vacancies, and Transfers</u>

- 1. Definitions
 - a. "Assignment" means the placement of an employee for a school year in a building teaching specified subject matter to specified ability levels at specified grade levels.
 - b. "Vacancy" means any newly created licensed position or any such licensed position vacated through retirement, resignation, termination, transfer, nonrenewal, reduction in force, reassignment, leave of absence, or death, and deemed by the Board as a position to be filled.
 - c. "Voluntary transfer" means a transfer requested by an employee to fill a vacancy.
 - d. "Involuntary transfer" means a change in assignment initiated by the Administration at any time.
 - e. "Seniority" means the total number of years of continuous employment in the District. Employees who were employed by the District prior to July 1, 1981 shall have calculation of seniority based on total years of employment by the District until July 1, 1981 plus continuous employment after that date.
- 2. Assignments

No later than ten (10) days prior to the close of the school year all employees shall be given written notice of their assignments for the subsequent school year and the assignments shall be based upon, but not limited to, the following major factors: continuing contract over limited contract status; greater seniority in the District; employees' requests for a change in assignment which shall be in writing and delivered to the employee's immediate supervisor by March 15 of that school year; seniority in the assignment; type of license and endorsements; and needs of students.

Within five (5) days of assignment notification, any employee shall have the right to request and shall be granted, if so requested, a meeting with his/her principal or designee.

When Title I funding is available, Title I teachers will be assigned to buildings that are designated and eligible for Title I funds based on Title I funding for that building. Because the level of Title I funded teachers may also change from year to year, the assignments and number of Title I funded teachers may also change from year to year. The work of Title I teachers will remain Association bargaining work.

When hiring school psychologists, the administration may hire psychologists from the ESC as long as at least 80% of the psychologists in the district will be employees of Findlay City Schools.

3. Vacancies and Voluntary Transfers

The Superintendent or designee shall prepare a notice for each vacancy. Lists of vacancies, will be posted on the school district's web site and sent to each employee's school e-mail. During the school year a copy of supplementals and vacancies shall be sent to each school and shall be posted on the employees' bulletin board for no fewer than three (3) days. A copy shall also be sent to the Association President. During the summer months and ending with the beginning of the ensuing school year, employees shall be notified by home email, if the employee so requests and provides the District with his/her home email address. The notice shall include the following:

- a. Date of posting;
- b. Position(s) available;
- c. Any special requirements for the position;
- d. Deadline for application, including the appropriate e---mail address to indicate interest in the position.
- e. Effective starting date, if other than the start of the school year.
- f. Any additional pertinent information;

Applications must be submitted to the office of the Superintendent or designee by 4:30 P.M. on the deadline date listed on the posting.

Major factors to be considered in filling positions shall include, but not be limited to: type of license and endorsements, favoring continuing over limited contract and greater over less seniority within the District. All employees who meet the licensure requirements will be granted an interview, unless they have interviewed with the same administrator within the past two (2) years. Employees will be given consideration over individuals not employed by the District when equally licensed and equally qualified, excluding non-bargaining unit positions.

Within seven (7) days of the decision to fill a vacancy, all applicants shall be notified in writing of the decision.

4. Less-than-half-time Positions

Notwithstanding the provisions of Subsection 3, it is mutually agreed that, with respect to any vacancy for less than a half-time position that is unfilled as of or after August 1, the Board may elect to fill such vacancy with a substitute for up to all of the immediately upcoming school year. Part-time employee salary notice will reflect the anticipated fraction of a day subject to change (i.e. it could go up or it could go down).

5. Involuntary Transfers

In the event that an assignment and/or reassignment does not accomplish the necessary changes in staffing, employees involuntarily transferred from one position to another shall be notified as soon as possible before the effective date of the transfer. Major factors to be considered in determining whom to involuntarily transfer shall include, but not be limited to, the employee's contract status and seniority within the District.

No employee shall be involuntarily transferred in an arbitrary or capricious manner or for reprisal. Transfer decisions will be made without regard to race, color, religion, creed, national origin, gender, age, marital status, sexual orientation, disability, veteran status or political or union affiliation.

Involuntary transfers will only be made after a conference between the teacher being transferred and an administrator (if during summer vacation a teacher is unable to be contacted, then a certified letter will be sent in lieu of the conference). A teacher being involuntarily transferred shall be told the reasons for the transfer. These reasons will be reduced to writing at the request of the teacher. An Association representative may be present at the option of the teacher. All teachers who receive notice of an involuntary transfer shall have the right to a meeting with the Superintendent and/or his/her designee with a representative of their choice to review the cause for transfer. This review shall take place within ten (10) calendar days.

Currently employed teachers may be given consideration before a vacancy is filled from outside the bargaining unit.

6. Extracurricular Assignments

Employee participation in extracurricular activities after the regular school day, for which no additional compensation is paid, shall be voluntary.

B. Evaluation

1. Procedure

The evaluation procedure at the end of this Agreement (Appendix B) is hereby incorporated by reference as part of this Agreement. Any changes in such evaluation procedure require the mutual consent of the Board and Association.

2. Personnel Action Requirement

If the Superintendent decides to recommend contract nonrenewal or denial of continuing contract status, the employee shall be given written notification at least seven (7) days prior to any official Board action and prior to April 30th.

3. Evaluation Grievances

The evaluation procedure is subject to the Grievance Procedure (Article II) of this Agreement. Any violation of the evaluation procedure as found by an arbitrator shall automatically require the arbitrator to rule, and the Board to concur with, the reemployment of the employee under an appropriate limited contract or under an extended limited contract, if eligible for a continuing contract. An administrator's judgment, however, is not grievable or arbitral.

4. Law Superseded

This Section shall supersede Ohio Revised Code Section 3319.111, and shall not apply to supplemental or extended service contracts or to substitutes, including substitutes who acquire salary schedule and benefit eligibility at the sixty-first day of continuous employment per Ohio Revised Code Section 3319.10.

5. Automatic Nonrenewal of Certain Contracts

Supplemental, extended service, and substitute contracts, including those substitute contracts which become eligible for salary schedule and benefits at the sixty-first continuous day of employment per Ohio Revised Code Section 3319.10, shall expire automatically and nonrenewal under the Revised Code shall not be required.

C. <u>Complaint Procedure</u>

No complaints against an employee(s) will be placed in his or her personnel file unless: (1) The complaint is filed in writing and a copy is delivered to the employee. (2) The involved employee has the right to make a written response to the complaint and the findings from any and all conferences and hearings.

Any employee involved in the conferences and hearings shall have the right to representation of his or her choosing. Written complaints shall be investigated fully and completely to determine the accuracy, validity, and timeliness of them.

Complaints will not be used in the evaluation procedure concerning non-renewal of contracts, consideration for promotion and transfers unless the allegations have been independently verified and deemed significantly serious to warrant such action. If a complaint is to be placed in an employee's personnel file, the provisions of Article IV, Section E of this Agreement shall apply

D. Professional Discipline

Employees may be disciplined for violations of this Agreement and Board policies, rules and regulations. Administrators shall investigate alleged violations immediately and shall use a progressive discipline procedure for all offenses. This will include a verbal warning for a first offense, a written reprimand for a second offense of the same provision of the contract or policy or rules and regulations, subsequent written warnings or a suspension without pay for subsequent offenses of the same provision of the contract or policy or rules and regulations of the contract or policy or rule or regulation, followed by a possible non-renewal or termination. The Administration may deviate from this progression for serious

offenses or where the facts and circumstances indicate that another form of discipline is more appropriate. In no case, however, shall discipline be administered in an arbitrary or capricious manner. All discipline shall be appropriate to the offense, and discipline shall be administered consistently within the District.

Termination of an employee's contract shall be for good and just cause according to Ohio Revised Code Sections 3319.16 and 3319.161, and, if challenged, shall be processed in accordance with the procedures that appear in those statutes. Termination, therefore, shall not be grievable or arbitral under Article II of this Agreement. If the allegation of a violation of the Agreement or board policy, rule, or regulation comes from a person or persons other than the employee's evaluating supervisor, after a joint meeting by administration and the union, on a case-by-case basis, the member may have the right to face his/her accuser(s). In the event that the allegation is brought forth by a minor, the parent(s)/guardian(s) may be included in the meeting with the member. The evaluating supervisor will inform the member who the accuser(s) is/are. Unidentified accusers or allegations will not be used for any disciplinary action.

An employee shall have the right to have a representative of his/her choice present at any meeting which may lead to discipline of the employee.

No provision of this Section or any other part of this Agreement shall apply to the release of an employee pursuant to Ohio Revised Code Section 3319.39, it being mutually understood that any such release is governed exclusively by the provisions of that statute.

E. Personnel Files

There shall be only one personnel file whose contents may be used in making, supporting, and/or substantiating personnel decisions. This file shall be maintained in the office of the Board and its contents must be accurate, relevant, timely, and complete. It shall contain a record indicating who has reviewed it, the date reviewed, and the reason for such review. Employees shall be notified of any non-administrative individual requests to review his/her personnel file, it being mutually understood that this provision is not intended to interfere with the Board's compliance with Ohio Revised Code Section 149.43 in response to public records requests.

Any employee shall have the right to review with the Superintendent or his/her designee the contents of his/her personnel file and shall have the right to attach comments to any contents in the file. All materials placed in the personnel file shall be dated with the date of placement in the file and shall be initialed by the person placing the item in the file.

Any document or notation placed in the personnel file (fall under Public Records Law) which adversely reflects upon the employee's conduct, service, character, shall be reported to the employee and he/she will be permitted to read the document or notation. The employee will acknowledge having read the material by signing it and has the right to attach a response. After five (5) years, the employee may request in writing to the superintendent that copies of reprimands be removed from his/her file. If the superintendent finds no evidence of similar incidences, he/she may remove it. If there is a question as to whether or not the reprimands should be removed, the employee may request a hearing with the Superintendent. The employee may be represented by the Association.

An employee shall be entitled to a copy of any material in his/her file except employment recommendations. Such copies shall be marked as issued to the employee and the employee shall be solely liable for dissemination of such marked copy.

Administrators may maintain files on employees under their direct supervision. The contents of these files must be accurate, relevant, timely, and complete and each employee shall have the right to (1) review the contents of any such file; (2) have comments attached to the contents of any such file; and (3) have copies of the contents of any such file. Such copies shall be marked as issued to the employee and the employee shall be solely liable for dissemination of such marked copy. All materials placed in these files shall be dated with the date of placement in the files and shall be initialed by the person placing the item in the files.

An administrator's personal notes or records about an employee are not a part of the central office or building personnel file and are not subject to the requirements of this section

F. Reduction in Force

1. Reasons for Reduction in Force

To the extent that reductions are not achieved through attrition or the non-renewal of limited contracts, and when by reason of decreased enrollment of pupils, return to duty of regular teachers after leaves of absences, closing or suspension of schools, territorial changes affecting the district, lack of financial resources, or changes in the curriculum, the Board of Education decides that it will be necessary to reduce the number of teachers, it may make a reduction in accordance with the following procedures:

2. Procedure

 a) The board may suspend teacher's contracts in accordance with R.C. 3319.17. In making any such reduction, the board shall proceed to suspend contracts in accordance with the recommendations of the superintendent of schools who shall, within each teaching field affected, give preference to teachers on continuing contracts. The board shall not give preference to any teacher based on seniority, except when making a decision between teachers who have comparable evaluations. (BOE)

Limited contract teachers shall be reduced first utilizing the following order:

- i. Certification/Licensure within the affected teaching field
- ii. Comparable evaluations as defined in this Agreement
- iii. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior limited contract teacher in the affected teaching field first to be suspended.
- b) Only when the necessary reduction of staff required exceed the number of limited contract teachers in the affected field shall continuing contract teachers be reduced by utilizing the following order:
- i. Certification/Licensure within the affected teaching field
- ii. Comparable evaluations as defined in this Agreement
- iii. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior continuing contract teacher in the affected teaching field the first to be suspended.

(Therefore, a bargaining unit member who currently possesses a continuing contract may displace a member who does not possess a continuing contract in another area in which he/she maintains a current certificate/license.)

- c) Using the exclusive criteria in this provision, the District will establish the order in which members' contracts are suspended and will recall members in reverse order.
- d) Notification to Association: Prior to proceeding with an anticipated reduction, the Association
 President shall be notified by the Superintendent of the Board's intent. A meeting shall be held between representatives of the Association and representatives of the Board to review appropriate data indicating a need for a reduction. The parties shall discuss why the reduction is deemed necessary, what licenses are to be affected, the extent of the anticipated reduction, and the possible effects.
- 3. Teacher Notification

If the Board of Education determines a RIF may occur, Teachers to be RIFed by the start of the following school year must be notified no later than April 20th of the previous school year.

4. Insurance: (FEA Proposed Language & BOE)

Employees on layoff shall be permitted to continue their group insurance policies that they were enrolled in at the time of layoff, provided that they pay not more than one hundred two percent (102%) of the cost of the premiums for such insurance (presently 102%) as provided by the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA) and any amendment thereto. It shall be the individual's responsibility to see that the monies are paid to the Plan Administrator by the time said premiums are due; otherwise said member shall be dropped from said insurance. The employee must elect to continue the insurance coverage by giving written notice to the Board Treasurer within thirty (30) days of the Board's action pertaining to layoff. It is understood that the Board will assume no responsibility for any cancellations of insurance coverage as a result of the employee's failure to provide the written notice. It is also understood that this arrangement is only valid while the laid---off employee remains unemployed and within the federal guidelines pertaining to COBRA. Those RIFed and completing the school year

will continue to be provided the same board paid insurances and benefit accruals through the summer (i.e. August 31st).

5. Comparable Evaluations

Comparable evaluations are those that in the last evaluation cycle received the same "Final Summative Rating" (e.g. after the combined score of 50% Teacher Performance on Standards and 50% on Student Growth Measures, the teacher will receive a "Final Summative Rating" of either "Accomplished", "Skilled", "Developing", or "Ineffective"). Teachers with the exact same rating are comparable. In the event a teacher is rated "Ineffective" for two consecutive years or two of three most recent years, such teacher shall no longer be considered comparable to the rest of the bargaining unit for the purpose of reduction in force and will be reduced first.

6. Seniority Lists

The administration shall post on line seniority lists by areas of Certification/Licensure which show seniority rankings and date of hire not later than December 1 of each school year. A copy shall be given to the Association. Should any errors be found on the seniority list, bargaining unit members and the Association shall have a period of no longer than thirty (30) days to submit such corrections in writing to the Superintendent. The corrected list shall then be reposted on line within five (5) days of the close of the correction period. The list shall be considered final after this second posting, except that teachers who are granted continuing contracts during the school year by the Board shall immediately have the change in seniority status reflected in the lists pursuant to Ohio law.

7. Miscellaneous:

- a. A recall list for limited contract employees shall be maintained for a period of sixteen (16) months. A recall list for continuing contract employees shall be maintained for a period of twenty-four (24) months. Calculation of the 16 and 24 month periods shall commence with the issuance of the employee's last paycheck. Names shall remain on such list unless the employee elects to have it removed, resigns, or accepts a full-time teaching position elsewhere. Failure to respond within fifteen (15) days to a certified letter of recall to the last known address shall be deemed a resignation and forfeiture of recall rights
- b. It is the responsibility of the employee to notify the Administration of any changes in area of licensure and current address. Persons acquiring additional licensure after notification of being RIF'd shall have no right to displace a currently employed member.
- c. If two or more employees have identical seniority, the tie shall be broken by applying the factors in the order listed:
 - 1) Date of first day of work in the District.
 - 2) Date of Board action to employ.
 - 3) Date of "letter of intent to hire."
 - 4) Date of application.
 - 5) If all factors above are equal, then the decision shall be made by lot.
- d. The personnel records and all future references of those employees laid off shall indicate that such was due to a reduction in force.

G. <u>Licensure</u>

Licensure means the holding of a valid Ohio State Department of Education Educator License for the specific assignment, or in Vocational Education only, the holding of a valid Ohio State Department of Education Letter of Eligibility. Employees interested in transfer or those affected by a RIF must have such licensure on file with the Board Personnel Office prior to the close of the application period for vacancies or prior to notification of being affected by RIF.

Maintaining Certification/Licensure

Beginning August 1, 2011 all present <u>employees hired after August 1, 2011</u> shall maintain certification/licensure in each area in which they possessed same as of the time of their initially being employed by the Board for the full time of employment after such initial employment or, if longer, after they last taught for the Board in such area, provided such certification/licensure is still available through the Ohio Department of Education. Such described teachers who do not maintain certification/licensure in each area in which they possessed same as of the time of their initially being employed by the Board shall be subject to suspension of contract as if reduced in force pursuant to Article IV above and shall not be subject to recall from the recall list set forth in Article IV above for assignment until the start of the school year after they have obtained the renewed/regained certification/licensure.

H. <u>Personnel Drug/Alcohol Provision</u>

The decision to seek and undergo treatment for alcohol and drug dependency is the responsibility of the employee. Employees, who suspect that they have an alcohol and/or drug dependency problem, are encouraged to seek diagnosis and to follow through with treatment. The decision of an employee to seek and to undergo treatment shall not be detrimental to an employee's job security; and information and education on alcohol and drug dependency shall be available to all employees through the Board. Requests by an employee for treatment shall be held strictly confidential by the Board. The objective of the Board is to help restore employees to full productivity. Where alcohol and/or drug dependency affect(s) job performance, the employee should be disciplined consistent with Federal and Ohio law, Board policies, rules and regulations, and this Agreement and the employee's condition shall be considered when taking steps to discipline the employee.

All employees shall have access to the website regarding a drug-free workplace and a copy of the Notice for Findlay City School District Employees employed in Federal Grant Programs subject to the provisions of the Drug-Free Workplace Act of 1988.

ARTICLE V --- ABSENCE AND LEAVE PROVISIONS

A. <u>General</u>

- 1. All employees are expected to be at their assigned duties during working hours. If, because of an emergency or other cause, an employee must leave his/her customary place of duty, his/her principal, supervisor, or other person to whom he/she reports, should be notified.
- 2. When unexpected absence occurs, the employee shall call the principal so that a substitute can be secured. The member, under normal circumstances, will prepare lesson plans, a duty list, or other such material that will guide the substitute in carrying on the program. If the employee is planning not to return the following day, his/her principal should be called before the building's dismissal time, in order that the substitute on duty may be notified.
- 3. Employees shall not be required to use their conference period or periods to cover for an absent teacher when they are responsible for supervising a student teacher, except in an emergency. In emergency situations, employees in a given building may be asked to assume substitute duties when their schedule and responsibilities permit. They will receive a stipend of \$17.55 per 40---minute period. An emergency shall not be deemed to exist more than one (1) day. No employee shall be required to assume the responsibility of an administrator in an administrator's absence.
- 4. Leaves of absence for education, professional improvement, illness or disability, military service, FMLA, political office, or other purposes shall be granted according to the provisions of the Ohio Revised Code and this Agreement. However, leave to take other employment will not be granted.

B. <u>Sick Leave</u>

1. Each employee shall be eligible for annual sick leave, in the amount of one and one-quarter (1-1/4) day per calendar month of employment or fifteen (15) days per year.

- 2. The amount of sick leave credited to an employee hired prior to June 1, 1987, accumulates without limit. All employees hired after June 1, 1987, shall be limited to 215 days of accumulated sick leave; provided, however, that at the end of each school year any sick leave days earned in that year in excess of the employee's accumulated 184 but not used will be banked to the employee's credit for purposes of the severance stipend described in Article VI, Section I, Subsection I of this Agreement. If the employee becomes eligible for and takes payment under Article VI, Section I, subsection 3c, the total accumulated days banked to the employee's credit, if any, will be added to the employee's accumulated sick leave total before calculating the severance stipend due the employee. Each year, teachers will be notified of their banked sick leave totals.
- 3. Each newly hired employee and all employees who have exhausted their accumulated sick leave shall be entitled to an advancement of not fewer than five (5) days of sick leave each year to be charged against the sick leave they subsequently accumulate. If an employee uses the advanced sick leave and terminates employment before such leave has actually been accrued, he/she shall reimburse the Board for sick leave used but not earned.
- 4. The previously accumulated sick leave of an employee who has been separated from public service in Ohio shall be placed to his/her credit upon employment by the Board, provided such employment occurs within ten (10) years of the member's last employment of Ohio public service.
- 5. Employees may use sick leave for absence for the following reasons:
 - a. Personal illness, injury, pregnancy, or exposure to contagious disease quarantined by the Board of Health, within the limit stated in the preceding section (Sick leave may be used during a pregnancy and for six (6) weeks or whatever period of time after delivery that a physician deems the birth parent to be disabled). A non-birth parent may use up to five (5) days of sick leave at the time of birth to assist in the care of the birth parent and/or child. This does not preclude further use of sick leave by the non-birth parent if complications arise. An employee may use up to five (5) days of sick leave for adoption of a child upon placement of a child for adoption, as verified in writing by the agency facilitating the adoption. This Section shall only apply to biological or adoptive parents and shall not apply to foster care.
 - b. Illness in the immediate family. The term "immediate family," in the case of illness or injury, shall be interpreted as meaning spouse, children, and parents, regardless of the place of residence, and relatives living within the household of the individual.
 - c. Death in the immediate family. The term "immediate family," in the case of death, shall be interpreted as meaning spouse, children, and parents of the employee, brother, sister, mother-in- law, father-in-law, or grandchildren regardless of the place of residence, as well as other relatives living in the household of the employee.
 - d. Death of other relative or close friend, limited to three (3) school days. Necessary travel time would be included in that period.
 - e. Any reason approved by the Superintendent.
- 6. If an employee is absent for one-half (1/2) or less of his/her contracted day, it shall be recorded that one-half (1/2) day of sick leave has been used. If a member is absent for more than one-half (1/2) of his/her contracted day, it shall be recorded that one (1) day of sick leave has been used.
- 7. Not more than 184 days of sick leave may be used in a given school year by an employee.
- 8. When the individual returns to his/her duties before the expiration of one (1) school year, if sick pay has not expired, he/she will be reinstated to the assignment he/she had immediately prior to his/her illness.

9. Pool for Catastrophic Illness/Injury

The Association and the Board hereby agree to establish a Sick Leave Pool for licensed/certified staff. The purpose of the Pool shall be to provide a staff member who has exhausted all paid sick leave with the opportunity to apply for additional sick leave days for personal catastrophic illness or injury on the following scale:

Less than 4 years of Ohio public school experience......30 day maximum 4 - 10 years of Ohio public school experience.....20 day maximum More than 10 years of Ohio public school experience...10 day maximum

Administration and use of the pool shall be subject to the following:

- a. The pool shall be administered by a committee of four (4). Two (2) members shall be selected by the Association. Two (2) members shall be selected by the Administration. The final decision will be made by majority rule. If the vote is a tie, no action on the request will be taken. All voting in the committee shall be confidential and by secret ballot. Decisions of the committee cannot be appealed through any means or methods provided in the Collective Bargaining Agreement or otherwise.
- b. The employee on his/her own behalf, or any other employee on behalf of the employee requiring additional leave, shall present the request in writing to the President of the Association. This request shall include the approximate number of days required. The number requested may be adjusted as necessary. The President shall present the request to the Sick Leave Pool Committee for consideration. The committee may request proof of the catastrophic nature of the illness/injury if the majority of the committee believes such information will be helpful in consideration of the request. Such proof shall consist of written confirmation by a physician or appropriate qualified professional that the illness/injury will require the recuperation time requested.
- c. A form will be provided for certified staff to indicate willingness to contribute sick leave. This form shall include the number of days the staff member is willing to contribute. Forms and contributions will be confidential. The Association shall compile the donations and present the forms to the Treasurer of the Board for appropriate action by July 1 for next school year. Each employee may contribute a maximum of 5 days per year. The Treasurer shall provide notice to the contributing staff member as to the number of days that will be deducted from the contributing staff member's sick leave accumulation.
- d. If more than the maximum leave mentioned above is needed, a new request must be presented to the Sick Leave Pool Committee.
- e. This pool is not intended to be used in lieu of seeking disability retirement.
- f. Catastrophic illness or injury shall be defined as disease, injury or illness which is life threatening or requires a significant period of absence. Examples of qualifying conditions would include, but not be limited to, heart conditions, cancer or stroke. Examples or non-qualifying conditions are normal pregnancies and elective surgeries.

C. <u>Personal Leave</u>

- 1. Each employee shall be permitted three (3) days of personal leave. The first 2 weeks and the last two weeks of the school year and the day immediately preceding and following holiday breaks shall be avoided except in emergency cases approved by the Superintendent.
- 2. Whenever the number of requests for personal leave on any specific day causes the supply of substitute teachers to be depleted, those employees who cannot be relieved by substitutes shall be expected to select another date for their personal day. If a substitute cannot be obtained, the principal shall notify the teacher three (3) days before the requested personal day.
- 3. Application for personal day shall be filled out in the Employee Portal. The application shall be given to the building principal at least five (5) days before the desired date, if possible.

- 4. An employee may elect to be paid for unused available personal leave days during a particular school year at the rate of \$50 per unused day (which amount shall be prorated in the case of a part-time employee). To be eligible for such payment, the employee must give the District Treasurer written notice of such election by not later than June 1 of the school year in question. Payment will be made by not later than the last regularly scheduled payday in July following the school year. An employee who elects to be paid under this provision must take payment for all personal days not used during the school year.
- 5. If an employee does not elect to take payment for unused personal leave days under Subsection 4 above, the employee's unused days, if any, will be banked to the employee's credit for purposes of the severance stipend described in Article VI, Section I, Subsection 1 of this Agreement. If the employee becomes eligible for and takes payment under Article VI, Section I, Subsection 1 the employee will receive, in addition to any other payment that is due under that subsection, pay for all accumulated banked personal leave days based on the following formula: [Total number of banked days] x [the employee's daily rate of pay at the time of final service] x [40% retroactively]. Payment under this provision will be made at the same time as payment is made under Article VI, Section I, Subsection 3d of this Agreement. Each year teachers will be notified of their banked personal leave totals.

D. Assault Leave

Notwithstanding Ohio Revised Code Section 3319.141, the Board shall grant assault leave to employees absent due to disability resulting from assault under the following conditions:

Any employee who must be absent due to disability resulting from an assault while teaching or performing his/her duties in school-related activities, on or off school premises, before, during, or after school hours, shall be paid his/her full compensation for the period of such absence. Assault shall be defined as an unlawful attempt to do bodily injury to an individual. As soon as he/she is able, the employee shall furnish to the Superintendent a written, signed statement describing the circumstances and events surrounding the assault, including the location and time of the assault, names and addresses of witnesses (if known), and a physician's statement as to the nature of the disability and its possible duration. The Superintendent shall review the statement and make any further investigation he/she deems advisable.

A maximum of ten (10) days of assault leave may be granted and shall not be charged against sick leave earned or earnable by the employee. The ten (10) day limit may be extended by action of the Board. Payment under this Section shall constitute the member's entire compensation from the Board during the period of disability.

E. Attendance at Professional Meetings, Workshops, and School Visitation

- 1. Each employee may take professional leave for attendance at professional meetings, workshops and/or school visitations in areas of his/her licensure or in areas relating to the instruction of students. Members must submit their requests to the Superintendent or designee through their building principals.
- 2. A Professional Meeting Fund shall be included in the budget of the Board to be used for the payment of the expenses of employees who request reimbursement for professional meetings and/or workshops or making school visitations. Employees' applications for reimbursement should be submitted to the Superintendent, through the building principal, as early as possible and should include an estimate of expected expenses. In order to receive reimbursement, an itemized list of all expenses, accompanied by receipts, shall be submitted within two (2) weeks after return to duty. Each individual who attends a professional meeting, workshop or visits another school, for which reimbursement is granted, must submit a written report of such meeting.
- 3. Those employees who are elected as officers, appointed as committee members, or elected as delegates to meetings of the Ohio Education Association and/or the National Education Association, shall be permitted to attend official meetings of those bodies which are required of them in their elected or appointed positions, without loss of pay. The total number of days of leave granted under this provision will not exceed ten (10) per year. If more than ten (10) days are used in a year, the Association shall pay the costs for substitute teachers. No expenses for such meetings, other than substitute teacher service, shall be paid by the Board.

F. Association Leave

Those employees who are elected as officers, appointed as committee members, or elected as delegates to meetings of the Ohio Education Association and/or the National Education Association, shall be permitted to attend official meetings and those bodies which are required of them in their elected or appointed positions, without loss of pay. The total number of days of leaves granted under this provision will not exceed twelve (12) days per year. The Association will pay half the costs for substitute teachers for days 12, 13, 14, and 15. If more than fifteen (15) days are used in a year, the Association shall pay the full costs for substitute teachers. A maximum of eighteen (18) days may be taken under this provision. No expenses for such meetings, other than substitute teacher service, shall be paid by the Board.

G. Other Leaves with Full Pay

Excused absence with full pay, not chargeable against any other leave, shall be granted for the:

- a. Absence for jury service. The employee's regular salary shall be reduced by the amount he/she received for court service.
- b. Court appearance when subpoenaed as a witness. (Employee must use personal leave if subpoenaed as a witness for volunteer activities or a second job.)
- c. Absence when attending contract bargaining meetings between representatives of the Association and the Board or formal grievance review hearings, including arbitration.
- d. Attendance at functions when so directed by the Administration.
- e. Military Service, Training or Reserve leaves will be governed by federal and state law.
- H. Leave for Professional Improvement (Partial Pay)

In accordance with Ohio Revised Code Section 3319.131, an employee who has completed five (5) years of service may, with the permission of the Board and the Superintendent, take a leave with part pay, for one (1) or two (2) semesters subject to the following restrictions:

- 1. The employee shall present to the Superintendent for approval a plan for professional growth prior to such a grant of permission, and, at the conclusion of the leave, provide evidence that the plan was followed.
- 2. The employee may be required to return to the District at the end of the leave for a period of at least one (1) year, unless the employee has completed twenty-five (25) years of teaching in Ohio:, otherwise the employee is liable for reimbursement of any salary received from the Board during the leave of absence.

The Board may not grant such a leave unless there is available a satisfactory substitute, nor grant such leaves to more than five per cent (5%) of employees at any one time, nor allow a part salary in excess of the difference between the substitute's pay and the member's expected salary, nor grant a leave longer than one (1) school year, nor grant a leave to any teacher more often than once for each five (5) years of service, nor grant a leave a second time to the same individual when other employees have filed a request for such a leave.

- 1. The partial pay shall be the difference between the salary of the employee and his/her substitute.
- 2. Upon returning after leave, the employee shall be reinstated to his/her former assignment or to a position mutually agreed to in writing by him/her and the Superintendent.

I. Leaves of Absence (Unpaid)

1. Employees without sufficient sick leave to cover the period of disability, due to pregnancy, shall be entitled to unpaid leave for that portion of the period not covered by sick leave. All provisions and protections of the Family Medical Leave Act (FMLA) of 1993 shall be provided.

- 2. Since leave for illness will follow the expiration of sick pay, the Superintendent may require a physician's statement from the member's physician, indicating the extent of the illness, in order to determine the specific period of leave. If an individual desires to return before expiration of the leave, he/she must have a physician's statement and the permission of the Superintendent.
- 3. The Board may grant a leave of absence for adoption, care of a dependent child or care for an ailing parent for up to one hundred eighty-four (184) employee contract days. Such leave may commence anytime during the first year after receiving custody of the child or prior to receiving custody if necessary to fulfill the requirements for adoption. The employee may take up to twelve (12) weeks of such leave under the provisions of FMLA.
- 4. Whenever possible, the employee will submit a written request at least thirty (30) calendar days prior to the anticipated starting date of the leave. If circumstances do not permit the employee to provide thirty days' notice, the employee will give as much advance notice as possible. Additionally, unpaid leave may be granted up to two (2) semesters with the approval of the Superintendent. Leave may be terminated prior to expiration upon written request and approval of Superintendent. The employee must give thirty (30) calendar days' notice of intent to terminate leave.
- 5. Family and Medical Leave Act: Employees are afforded all rights given under the Family Medical Leave Act (FMLA) of 1993.
- 6. An employee may request an unpaid leave for any justifiable reason approved by the Superintendent.

J. Other Provisions

- Employees wishing to return at the end of an approved leave will be entitled to an assignment similar to the one held prior to the commencement of the leave. In the case of secondary employees, a similar assignment shall also be considered to mean a return to the same subject area. This assignment upon return from a leave shall occur unless a reorganization of the school system makes such a reassignment impractical. An employee's request to return to an assignment of lesser duration than his/her immediately preceding assignment shall be permitted only upon the approval of the Superintendent.
- 2. Employees on leave of absence must notify the Superintendent in writing by April 1 of their intention to return or resign. The administrative office shall remind each employee on a leave of absence, by certified letter, of his/her obligation no later than February 15.
- 3. If a member notifies the Superintendent in writing of his/her desire to return to active employment after a leave, which has been charged entirely to sick leave, the employee shall be reinstated to the assignment held prior to such leave, unless the employee and the Superintendent agree in writing to a different assignment.

K. <u>Nursing Services</u>

With respect to each building where nursing services are provided, the Board and Administration will attempt to procure, through news media advertising and posted notices, the services of a licensed registered nurse (R.N.) for three and one---half (3---1/2) hours per student day and two (2) three and one--- half (3---1/2) hour clerical days during the school year.

ARTICLE VI – SALARIES AND FRINGE BENEFITS

A. Salary Schedules and Index

The base salary for the 2018-2019 school year shall be \$37,333.00. See attached salary schedule – Appendix F.

B. Salary Schedule Column Headings

All employees shall be paid in accordance with a salary schedule which reflects the following headings for the columns on the schedule:

Non-Degree BA BA+15 BA+30 MA MA+15 MA+30

C. Advance on Salary Schedule (Academic Training)

- 1. Employees should report changes in credits and degrees earned to the office of the Assistant Superintendent, for the purpose of adjusting salaries and updating credentials. The changes must be reported by the first day of October and February, with transcripts to follow by the end of October and February, respectively, in order that the Board may authorize the adjustment to be made. (Exceptions shall be made if the failure to produce the transcript by the contractual timeline is beyond the control of the employee, but the required transcript must follow in timely fashion. The Treasurer shall determine what proof shall be necessary in these instances). Such adjustments will be made twice per year retroactive to the start of the first semester and the start of the second semester, respectively.
- 2. Since the licensing/certification requirements for Occupational Therapists and Physical Therapists cause those individuals to participate in courses for which only continuing education units (CEUs) or contact hours and not college credit are awarded, the Board agrees to use such CEUs or contact hours as the basis for persons employed in those capacities to advance on the salary schedule. CEUs or contact hours earned by Occupational Therapists and Physical Therapists will be converted to semester hours for salary schedule purposes at the rate of one (1) semester hour for each three (3) CEUs [one (1) CEU being equal to ten (10) contact hours] or each thirty (30) contact hours.

D. <u>Deduction from Salary</u>

When an individual is absent and will not receive pay for the absence, under these regulations, salary deductions shall be calculated at the rate of 1/184th of the annual base salary. Employees taking deduction from salary days will be charged their per diem pay and the board's per diem insurance costs unless it is FMLA leave or authorized by the superintendent.

E. <u>Time and Method of Salary Payment</u>

All employees shall be paid their annual salaries in twenty-four (24) payments beginning in September. Pay dates will be on the 15th and the last day of the month. If said pay date occurs on a banking holiday or weekend, the preceding banking day will be used.

For all employees hired before July 1, 2004, at the discretion of the employees, the Board shall provide direct deposit of employee's paychecks at any financial institution and said pay shall be available to draw from on said pay dates. The Board will provide employee's pay stubs by electronic mail as provided by the employee.

For all employees hired after July 1, 2004, the Board will provide direct deposit of employee's paychecks at any financial institution and said pay shall be available to draw from on said pay dates. The Board will provide employees' pay stubs by electronic mail to the email address provided by the employee.

F. Scholarship Fund

Annually employees may, prior to October 1, designate a portion of their salaries to the District and Association scholarship funds. The amount so designated by an individual will be diverted from his/her salary through payroll deductions to the scholarship fund(s) he/she designates. The monies for the scholarship fund(s) shall be evenly deducted from fourteen (14) paychecks commencing the second pay in October. Deductions must be \$14.00 or more yearly.

G. <u>Supplemental Contracts</u>

- A long-term substitute (defined as any substitute teacher paid on the teachers' salary schedule, as opposed to a per diem substitute rate) need not be offered a written contract of employment. The employment of any such long-term substitute shall automatically non-renew at the end of each school year, and the requirements of Sections 3319.11 and 3319.111 of the Ohio Revised Code as well as Article IV, Section B of this Agreement that would otherwise come into play shall not apply.
- 2. Neither Article IV, Section A nor Article IV, Section F of this Agreement shall apply to any long-term substitute.
- 3. Employees may be employed to fill any of the positions listed on the Supplemental Salary Schedules (Appendices G1and G2). An employee thus employed will receive a one (1) year limited supplemental contract and shall receive a copy of the job description applicable to the supplemental position. Evaluations of the employee will be based on the job description. No additions to, deletions from, changes in, or new job descriptions shall be made without the approval of the Board and the Association. The supplemental contract will automatically expire in accordance with Article IV, Section B, and Paragraph 5.
- 4. Employees with supplemental contracts shall be paid a percentage of the base salary (BA with no experience) on the Teachers' Salary Schedule (See Appendix F). Percentages are set forth in Appendices G1 and G2. The supplemental contract year shall be from July 1 to June 30 and employees with supplemental contracts shall be paid in the following manner:
 - a. Employees with contracts for duties lasting the full school year shall be paid the first pay date in October, the first pay date in January and the first pay date in June.
 - b. Employees with contracts for fall duties shall be paid the first pay date in October and the second pay date in November.
 - c. Employees with contracts for winter duties shall be paid the first pay date in January and the first pay date in March.
 - d. Employees with contracts for spring duties shall be paid the first pay date in April and the first pay date in June.
- 5. For the purpose of proper placement on Appendices, G1 and G2, an employee will receive one (1) year of experience credit for each year the employee has performed the assigned supplemental duty in the District. However, no year of service prior to the 1993 1994 school year may be counted. Supplemental contract positions in Appendices G1 and G2 will not be subject to the step freeze of 2011-2012 for determining supplemental contract experience.
- 6. Requests to add, delete or adjust supplemental contract positions will be considered in April of each year during the life of the contract by the negotiating teams of the Board and the Association. If the Board intends not to fill a supplemental contract position (or positions), for reasons other than the failure of a qualified employee to apply for the position (or positions) or an insufficient number of participants, the Superintendent will notify the Association President of the Board's intent and a meeting will be held between representatives of the Association and representatives of the Board to review appropriate data indicating a need for such action. The parties shall discuss why the action is deemed necessary and what supplemental contract position (or positions) is (are) to be affected.

H. <u>Reimbursement for College Credit</u>

The Board shall yearly reimburse employees for course work completed by members under the following conditions:

- 1. This section covers active employees, employees on Board-approved leave, and employees whose contracts are suspended as a result of a reduction-in-force and who are on a recall list under Article IV, Section E, of this Agreement.
- 2. With their application for reimbursement (Appendix D), employees must submit a transcript as verification of "successful completion of the course(s) completed during the preceding twelve months" or other verification acceptable to the Board Treasurer under the same conditions as set forth in Article VI, Section C of this Agreement and a receipt for, or if a receipt is not obtainable, other proof of payment of tuition and fees for eligible courses. Each eligible employee shall submit documentation and meet all other requirements no later than October 15th and shall be paid on November 15th.
- 3. The reimbursement allocation shall be \$60,000 per year. Each eligible employee shall be paid an amount by November 15th calculated in accordance with this formula:

Total Reimbursement allocation	Reimbursable hours	
	X	taken by a
Total reimbursable semester hours	particular employee	
(or equivalent)taken by all eligible employees		

[Reimbursement allocation] ÷ [total number of reimbursable semester hours (or the equivalent) taken by all eligible employees] [total number of reimbursable semester hours (or the equivalent) taken by the particular eligible employees].

In no case shall an eligible employee be reimbursed for more than his/her actual expenditure for tuition and fees for the course(s) as certified to the Treasurer.

4. <u>College Credit Plus Teachers (CCP) – see appendix E</u>

I. <u>Severance Pay</u>

The Board shall grant severance pay to each employee at the time of verification of retirement. The employee must have been a Board employee at the time of retirement.

Verification of retirement means that the employee is eligible for retirement payments from the State Teachers Retirement System (S.T.R.S.) when employment ceases. Also, retirement payments must be received from the S.T.R.S. within one year of the effective date of the employee's notice of his/her retirement from the District. No person shall be eligible to draw severance pay more than once.

1. Option I – Retirement Assistance Program

a. The Board shall grant severance pay to any employee who becomes eligible for retirement with STRS by attaining any one of the eligibility categories listed below, on the basis of 27% of accumulated sick leave at the daily rate of pay of their regular contract salary being received at the time of final service. Supplemental contract salaries are not included in the calculation.

- b. Eligibility Categories:
 - (1) Five (5) years or more of eligible service credit and sixty (60) or more years of age; or
 - (2) Twenty-five (25) years of eligible service credit and at least fifty-five (55) years of age; or
 - (3) Thirty (30) years of eligible service credit at any age.
- c. Eligible service credit includes any purchasable service, i.e. military, leaves of absences, public, college or University, restored service credit previously withdrawn, and any other purchasable service as defined by STRS.
- d. The Superintendent must receive written notice of resignation for retirement purposes on or before April 1 of the year the employee meets any one of the above retirement criteria.
- e. The retirement assistance program is available to any employee who is eligible to retire under STRS provisions and has not exceeded 32.99 years of total service for those with a retirement date on or after 1/1/2019 and before 7/1/2019; or 33.99 years of total service for those with a retirement date on or after 7/1/2019 and before 7/1/2021.
- 2. Option II Retirement Program
 - a. The Board shall grant severance pay to any employee at the time of verification of retirement, on the basis of 30% of accumulated sick leave to a maximum of fifty-three (53) days at the daily rate of pay of the regular contract salary being received at the time of final service. Supplemental contract salaries are not included in the calculation.
 - b. An additional five (5) days of severance pay, dependent on availability of accumulated sick leave, may be granted if written notice of retirement is received by the Superintendent on or before April 1 of the year of retirement.
- 3. The following apply to both Option I and II
 - a. Payment under this plan will be made in accordance with the tax deferred ING plan in order to comply with the IRS tax deferred rules. For those 55 or older as of the year of retirement, payment of severance will be after January 1 of the year next following retirement; while those under age 55 will be paid either 2½ months after separation or December 31st whichever is later. A letter from the Treasurer's office will be mailed by June 15 asking the employee to mark the severance package they are eligible for and prefer. Payment will be made as early as possible without requiring the District to borrow funds to meet this financial obligation. In no case will the payment be later than March 31.
 - b. Employees applying for and/or receiving disability retirement are not eligible.
 - c. Any banked sick leave under Article V, Section B, and subsection 2 will be added to the severance pay based on percentage in Option I and II at the daily rate of pay as defined above.
 - d. Any banked personal leave under Article V, Section C, and subsection 5 will be added to the severance pay based on 40% of banked days at the daily rate of pay as defined above.
 - e. Those employees who provide notice of retirement on or before March 1 and who work through the end of May shall receive an additional \$500.00 in severance.

J. Insurances

 a. <u>Eligibility</u> – To be eligible for insurance benefits as described below (family or single, whichever is applicable) an employee must be employed at least one-half teaching time or at least an average of one-half teaching time per week.

Effective January 1, 2019, only two (2) plans will be available. One of which will be an HSA. The other will be a plan with benefits similar to the current Plan B (which is currently Anthem option 15).

Spousal Eligibility – Employed spouses of employees who are eligible for insurance through their own employer by an employer-sponsored plan, must take, at the minimum, the least expensive single plan through their own employer, if the spouse's portion of the premium cost is less than one hundred sixty five fifty (\$165.00) per month for his/her plan. Employees are automatically exempt from this provision if their spouse is not employed or is employed but does not have insurance available or does not qualify for insurance through their employer. All employees eligible for insurance benefits, including those who are single or automatically exempt, must complete and return the Spousal Eligibility Rule Form to the Treasurer's office annually during the enrollment period.

b. <u>Employee Contribution</u> – Through December 31, 2018, Employees will, by payroll deduction, contribute 22.5% of the monthly premium toward the cost of medical insurance for the Original Plan, 15.5% for Plan B (option 15), and \$0 for the Health Savings Account (HSA). Effective January 1, 2019, Employees will contribute 15.5% for the plan with benefits similar to the current Plan B (which is currently Anthem option 15) and \$0 for the Health Savings Account (HSA). Those enrolled in the single HSA will annually have a contribution of \$500 placed into their HSA by the Board and those on the family HSA will annually have a contribution of \$1000 placed into their HSA by the Board in quarterly installments. The HSA's non-embedded deductibles will be \$2000 for those on a single HSA plan and \$4000 for those on the family HSA plan.

Any employee who is a policy holder to one of Findlay's health plan coverages will have a \$500 payment made to them each year in which they attend one informational meeting on the use of their health insurance as scheduled by the health insurance committee.

Any increase in the monthly employee's share will be limited to the actual proportion of premium increase incurred by the board.

(Full-time shall be defined as a full teaching load at the level or program in which the employee teaches, subject to the provisions of this agreement; see "Teaching Hours and Load.")

These additional insurances are provided:

- 1. \$20,000 Term Life with accidental death benefit or the employee.
- 2. Vision and Dental Care.
 - c. <u>Part Time Teachers</u> Those employed at least one half teaching time or at least one half teaching time per week, whichever is applicable, shall have all available insurance provided to them at a cost not to exceed 50% of the Board's cost of each.

Those employed at least 60% of full time per week shall have all available insurance provided to them at a cost not to exceed 40% of the Board's cost of each.

- d. <u>Section 125</u> The Board will continue its plan under Section 125 of the Internal Revenue Code. All benefits available under Section 125 will be provided so that an employee's contribution toward the cost of insurance fringe benefits will be made with pretax dollars and an employee may elect to redirect a portion of his/her salary into dependent care and unreimbursed medical expenses using pretax dollars. The Board and Association shall mutually agree upon a third party to perform as enroller and record-keeper of the plan, which third party shall provide the Board and Association a hold-harmless agreement that will further hold the Board risk-free under legal provisions regulating unreimbursed medical payments. Neither the Board nor an employee shall incur any fee for the setup, enrollment, and administrative services provided in connection with the plan. The parties mutually intend that the operation of the plan will strictly comply with all legal requirements.
- e. <u>Maintenance of Benefits</u> The district's insurance committee will review insurance plans and make recommendations to the Board of Education as needed. Except as set forth in Section J(a) above, benefit levels, as detailed in each insurance program's Summary Plan Description, will not be reduced during the term of this Agreement. No change in benefits shall be made unless the Board and the Association mutually agree to such change(s). Neither the previous sentence nor anything else in this Agreement shall preclude the Board from changing insurance carriers or offering employees additional benefit options, providing current insurance benefit plans remain available with no reduction in the benefit levels as defined in the plans' Summary Plan Description. Nothing in this Agreement shall preclude the Board from making adjustments that become necessary due to changes in State law, Federal law, and/or IRS rules.

K. Initial Placement of Teaching Staff

The Board shall place all newly hired employees (including those hired for Career Tech education) on the contractual salary schedule in the degree column equal to their educational experience (Non-Degree, BA, BA+15, BA+30, MA, MA+15, MA+30) and shall, in sole discretion of the Board of Education, grant such employees up to no more than the years of service they have according to Ohio Revised Code Section 3317.13(A)(1).

Newly hired non-degree and/or temporarily licensed employees hired for Career Tech education shall be placed on the salary schedule in the non-degree column.

All newly hired employees for Career Tech education shall also be credited on the salary schedule for past experience in industry or the private sector at the rate of one (1) year of experience for each of their first three (3) years of experience and at the rate of one (1) year of experience for each two (2) years of experience thereafter.

L. Admission to School---Sponsored Activities

An employee will be admitted free to school-sponsored activities under the following conditions:

- 1. Prior to November 15 of each school year, the employee must present himself/herself to the high school student activity office for a picture identification card for which a fee of \$10.00 will be charged. This card is non-transferable and will be valid only for that school year. Those employees who already have an identification card will be required to obtain an update to their card each year. The fee for the update is \$10.00.
- 2. As a condition of each admission, the employee must present his/her identification card.
- 3. If an identification card is lost or destroyed, the employee may have it renewed for the remainder of the school year at a replacement cost of \$10.00.
- 4. Only an employee with a current identification card is entitled to a free admission under this Section. This Section has no applicability to an employee's spouse or dependents.
- 5. This Section has no applicability to school-sponsored activities that have only reserved seating. If an activity has both reserved and general admission seating, or only general admission seating, admission to an activity under this section entitles the employee to sit in any general admission seating available at the time of the admission.
- 6. If an employee with a current identification card requests reserved seating with respect to an activity that has both reserved and general admission seating, he/she will pay the difference between the price of a reserved seat and the price of a general admission seat.

M. Professional Dues

Each full-time bargaining unit employee will be reimbursed, with a non-taxable separate check, up to a maximum of \$475.00 per school year for professional dues for education-related professional organizations. Each part-time bargaining unit member will be reimbursed, with a non-taxable separate check, up to a maximum of \$200.00 per school year for professional dues for education-related professional organizations. Reimbursement will be made on the first regularly scheduled pay day in June and any required documentation must be submitted to the Assistant Superintendent by not later than the immediately preceding May 15. If the professional organization is not a recognized state or national education-related organization, or affiliated with such an organization, reimbursement requires the approval of the Assistant Superintendent.

N. Employment of Retired Teachers

- 1. Any retired teacher employed by the Findlay City School District Board of Education will be paid at the five (5) years' experience step for their current educational degree level. If the retired teacher is reemployed in subsequent years, he/she will remain at the five (5) year step, but will receive the benefit of any negotiated base salary increase.
- 2. A retired teacher employed on a part-time basis will be paid a pro-rated salary based on a full workday being eight (8) hours (and six teaching periods in the high school and middle schools). In secondary schools, for example, a teacher assigned to teach three (3) academic classes will be paid at 50% of full time salary (3 of 6 available teaching periods) and assigned a four (4) hour work day.
- 3. The retired teacher's contract will be a one-year limited contract and will automatically expire at the end of the school year. Said contract shall be exempt from ORC 3319.11 and 3319.111, and notification of contract nonrenewal will not be necessary.
- 4. The retired teacher will not be eligible for board-paid fringe benefits other than group term life insurance. However, the retired teacher may purchase the Board's medical, dental, prescription, and optical insurance coverages through payroll deduction.
- 5. Retirement constitutes a break in service to the Findlay City Schools for the purpose of severance, service credit, seniority, reduction in force, sick leave, Medicare, etc. However, the retired teacher may accrue sick leave (starting from 0 days) at the same rate as other teachers. The Board will make STRS employer contributions for the retired teacher in accordance with STRS rules and state law.
- 6. A teacher shall be deemed "retired" under this agreement when he/she has been approved for service retirement by the State Teachers Retirement System. Because a teacher may only retire once, a retired teacher who resigns his/her position under this contract will not be considered to have retired again, and is therefore not eligible for further severance pay.

ARTICLE VII -- TEACHING (WORKING) CONDITIONS

A. Local Professional Development Committee

1. <u>Purpose and Authority</u>

The purpose of the Local Professional Development Committee (LPDC) is limited to the review and approval of individual professional development plans (IPDP) and professional development activities for re-certification and licensure as specified by ORC 3319.22 and OAC 3301--24.

The LPDC has no authority or affect to revise, delete, add to or modify any article or section of this negotiated agreement. Actions of the LPDC are not to be contrary to the negotiated agreement or law.

The Association shall be held harmless in any suit, claim, or administrative proceeding arising out of or connected to actions taken by the LPDC.

2. Selection of Committee Members

The LPDC shall be comprised of a majority of practicing classroom teachers. The committee shall be comprised of five (5) teachers selected by the Association and four (4) administrators selected by the Superintendent. Said members shall serve a term of three (3) year(s).

3. Local Professional Development Committee (LPDC) Procedures

The LPDC shall determine the time, location and number of committee meetings. In the event of an in-term vacancy or removal, the Association President shall replace the teacher member.

4. Training and Compensation

The LPDC members shall be provided with ongoing training as determined by the committee. LPDC members shall be compensated at the current hourly rate for curriculum writing in order to perform their LPDC duties. Additionally, LPDC members shall receive released time to perform LPDC duties or attend training as necessary to properly complete their duties.

5. Facility, Equipment and Support Services

The LPDC shall be provided with adequate and secure space for the safe and secure storage of records, files, IPDPs and any other work requiring storage and/or file space.

The LPDC shall be provided with secretarial support and any other support services necessary.

6. Employee Protection

Under no circumstances is the involvement in the activities of the LPDC process to be used for employment decisions by the Board. Nothing in the LPDC process shall have an adverse impact on the educator's performance evaluation as established under the negotiated agreement.

7. Appeals Procedure

Level One

Any certificated/licensed staff member wishing to appeal any decision of the LPDC may petition the LPDC Subcommittee for review within seven (7) days of the LPDC's decision. The staff member will resubmit the IPDP in person at the Subcommittee meeting to explain the plan and answer any questions.

Level Two

Any certificated/licensed staff member wishing to appeal the resubmitted decision may petition the Chair of the Executive Committee within fourteen (14) days of the Subcommittee decision. An Appeals committee will be developed consisting of two representatives (one teacher and one administrator) from the LPDC Executive Committee. The two representatives shall mutually agree upon a third person who shall also be certified/licensed in the same subject area. The Committee shall schedule a meeting within thirty (30) calendar days of the Appeal. The staff member must be present at this appeal.

The Appeals Committee shall render its final binding decision in writing within ten (10) calendar days. The decision of the Committee is not grievable.

The LPDC appeals procedure is not subject to the grievance/arbitration procedure outlined in this agreement. Issues for appeal shall be limited to procedural matters in the LPDC process.

B. <u>Non-Teaching Duties</u>

It is recognized that a teacher's primary responsibility is to teach and that his/her energy should be utilized to this end. Therefore, every effort must be made to reduce the non-teaching duties.

C. <u>Class Size</u>

1. The pupil-teacher ratio is an important aspect of an education program. The following are recognized as desirable class size maximums:

K – grade 8	25	Industrial Technology	**
Art	**	Mathematics	25 *
Business Education	**	Music (except choirs, band,	
Counselors	300	& orchestra)	30
English/Language Arts	25*	Physical Education	30
Foreign Language	25*	Science	25 *
Health	25	Social Studies	25 *
Family & Consumer Science	**		

2. The above standards shall not restrict the school system from making use of new educational approaches, such as large group instruction and team teaching, cooperatively developed by teachers and administrators.

** Not to exceed available stations

- 3. If it becomes necessary for a teacher to accept students into their classroom beyond those already assigned to him/her due to lack of a substitute, the teacher shall receive \$12 for each 30 minute block of time for 11 or more additional students reassigned to a teacher while he/she is with his/her assigned class or \$6 for each 30 minute block if 1-10 students are reassigned to a teacher while he/she is with his/her assigned class. Special teachers (i.e. Art, Music, and Title) will not be used to cover a class until the above options have been exhausted. Any teacher willing to cover the recess/lunch period, beyond a normal duty period, will be paid \$10 for every 20 minutes of coverage.
- 4. Class size numbers will be sent weekly to Association leadership. A class size of thirty-one (31) or more in a core academic subject (i.e. core subjects: English/language arts, math, reading, social studies, science) shall be deemed an emergency. An employee may also request a teacher's aide during the emergency. A request for an aide may be placed at the high school level three (3) weeks after the semester begins. A committee consisting of Association leadership, administration and representatives from the affected grade/subject level will meet within five (5) days to discuss and implement steps to alleviate the emergency.

D. <u>Student Discipline</u>

* Class load capped at 160 (at FHS)

- 1. Teachers should be responsible for classroom control, and, after working with disruptive students, should report the students to the principal.
- 2. The Board shall make the following procedures available to relieve the classroom of any student who is disruptive to the classroom, or who repeatedly violates rules and regulations of the classroom, or who is harmful to himself and others:

a. Student Services shall provide diagnostic, psychological, and educational services, both for preventive and/or corrective treatment and for referral, if necessary, and/or b. Action for suspension or expulsion of individual students.

3. A teacher shall have the right to exclude a student from a class period when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the student interferes with classroom procedures. The student shall be sent by the teacher to the principal's office. The teacher shall furnish the principal, as promptly as his/her teaching obligation will allow, a full report of the problem.

Free and Appropriate Education

- 4. Any teacher shall have the right to use such physical force as may be necessary to remove any dangerous weapon from the possession of a pupil.
- 5. Any teacher shall have the right to use such physical force as is necessary on the person of any pupil for selfdefense or for defense of another person.
- 6. Corporal punishment is contrary to District policy and not to be administered under any circumstances. Thus, for example, punching, shoving, striking or shaking of pupils or blows upon the head or face of students are positively forbidden. Non-punitive touching of a student in the course of disciplining is not prohibited.
- 7. If a principal determines that parents should be summoned to school to discuss problems of discipline, a teacher who will be expected to participate in the discussion shall be notified of the pending conference as soon as the arrangements are made with the parents.
- 8. Teachers are held responsible for the order, attention, and deportment of their assigned pupils and any other pupils of their school. All teachers share responsibility for maintaining discipline at all times.
- 9. If after the school year begins a request is made for a student transfer from building to building by a parent or guardian due to discipline problems or a personality conflict, there shall be discussion with all sending and receiving teachers prior to the transfer. This provision shall not be interpreted as prohibiting the transfer of students from one building to another.

E. <u>Teacher Protection (Assaults)</u>

- Any employee assaulted in connection with his/her employment, shall immediately, or as soon as he/she is
 physically able, make a written report of the circumstances to his/her principal or immediate supervisor; and
 he/she shall make supplemental written reports, attaching copies of any summons, complaint, process,
 information, indictment, or notice of demand served upon him in connection with such assault, within five
 (5) days after being served therewith and report the final disposition of such proceedings.
- 2. If criminal or civil proceedings are brought against an employee, alleging that he/she committed an assault in connection with his/her employment, such individual, after making the reports above, shall have the right to request the Board's assistance in the preparation of his defense. The Board's duty to defend and indemnify the teacher shall be governed by the provisions of Ohio Revised Code Chapter 2744.
- 3. Absence due to injury while on duty and incurred in the course of the employee's employment shall be charged against sick leave. At the termination of sick leave, the individual, if eligible, shall receive partial pay, under the Worker's Compensation Act. If, however, an injury is the result of an assault, the provisions of Article V, Section D of this Agreement shall apply.

F. <u>Supplemental Teachers (Specialists)</u>

It shall be the objective of the Board to have a sufficient number of supplemental teachers to teach all music, art, and physical education as required by State minimum standards and the provisions of this Agreement.

If a Supplemental teacher is required to travel during the day to another building to teach his/her subject, the teacher shall be given adequate travel time.

G. Building Council

A Building Council, representative of the staff, shall exist in each building and shall meet at least monthly with the principal to discuss and provide input into building issues. An Association Building Representative shall be a member.

H. <u>Academic Freedom</u>

The policy of the Board is to educate young people in the democratic tradition, to foster recognition of individual freedom and social responsibility, to mold sound moral values and beliefs, and to ensure knowledge of and respect for the Constitution and the Bill of Rights. These values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon inquiry and learning, and in which academic freedom is encouraged for the teacher and the student.

Academic freedom is essential to the fulfillment of the educational purposes of the District. Therefore, teachers have the right to protection from censorship or restraint that might interfere with their obligation to teach the adopted curriculum and/or course of study.

While it is recognized that freedom carries responsibility, freedom of individual expression shall be encouraged. Within the preceding form of reference, academic freedom in the school is defined as:

- 1. The right to teach and to learn about controversial issues appropriate to the age and maturity of students in relation to subjects taught in the curriculum guide and/or course of study.
- 2. The right to use materials and methods that meet the objectives of the course of study and which are professionally deemed appropriate to the levels of ability and maturity of the students.
- 3. The right to maintain a classroom environment, which is conducive to the free examination and exchange of ideas.
- 4. The right of teachers and students to debate and discuss divergent ideas, keeping in mind and respecting the standards of the community and the policies of the Board.

I. <u>Annual Survey</u>

A year-end survey of matters of concern shall be conducted annually in each building. This shall be devised by the Evaluation Committee.

J. <u>Curriculum Development/Textbook Selection</u>

- 1. The administrative staff and employees shall cooperatively participate in curriculum development, implementation of program, evaluation of program, textbook selection, and curriculum revision. The Association President and the Assistant Superintendent shall cooperatively participate in the selection of committees. Careful consideration shall be given to balance the representation of these groups, in relation to grade levels, subject areas, type of students being served and special training and interest in the particular field. Representatives from these groups shall systematically review the total program and make recommendations through the Assistant Superintendent, who shall coordinate all such studies. All such reports shall be presented to the Superintendent for review and recommendation to the Board.
- 2. Released time, through the employment of substitute teachers, or summer work (with remuneration) shall be arranged for employees to work on textbook selection committees, course of study preparation, and/or curriculum studies, when such meetings are requested by the Administration. This will not preclude individual work done by committee meetings outside of school hours, when mutually agreed to by committee members.
- The Board shall review textbooks every six (6) years. Such review shall be conducted by a committee of employees, knowledgeable in the area of study involved. Each review committee shall include at least one member of the Administration. The review committee shall be under the direction of the Assistant Superintendent.

The Board shall make every effort to provide educational supplies, equipment, and facilities to maintain a high level of educational standards throughout the District. Matters concerning instructional materials, supplies, and equipment shall have continuing study and investigation.

K. <u>Facilities, Equipment and Supplies</u>

- 1. The Board shall provide in each building:
 - a. A workroom for the use of staff and containing the equipment and supplies necessary for the preparation of instructional materials.
 - b. A faculty room where employees may relax, eat and talk, during the time they have no assigned duties.
 - c. Facilities which are clean, sanitary, and safe to work in.
 - d. For each teacher, a desk or carrel, locked storage, a place for wraps, storage in the classroom for instructional materials and supplies, which shall include, but not be limited to, a suitable dictionary, adequate grade and lesson plan books, paper, pencils, pens, chalk, erasers, and other such materials required in daily teaching responsibilities.
- 2. Adequate parking facilities should be accessible to the school for the use of staff, during working hours. Every effort shall be made to remove snow from the sidewalks and the parking areas.
- 3. Each building shall have a telephone(s) for employees' use, which shall not share a line with another office.

L. Teaching Hours and Loads

 <u>School Year</u> – The school year shall be one hundred eighty-four (184) days times 8 hours a day = 1472 hours for the year.

There shall be:

a. one (1) day prior to the opening of school;

b. one (1) day following the students last day;

c. three (3) days of in-service;

- d. sixteen (16) hours of scheduled family contact time (parent/teacher conferences).
- 2. <u>Work Day</u> An individual's teaching day shall consist of eight (8) hours, including a minimum of thirty, (30) minutes for FHS, forty, (40) minutes for K-8, each to be a duty free lunch period, to be set by the building principal in accordance with building needs. In addition, employees are expected to attend the one (1) open house, and no more than one (1) staff/committee meeting per week outside the regular workday. Because a teacher's planning and collaboration time is valuable, every effort will be made to minimize the frequency of meetings which might interfere with this time. There will be a two (2) hour delay at the end of the 1st nine weeks, 2nd nine weeks, and 3rd nine weeks for teachers to work on clerical responsibilities and/or grades.
- 3. Teachers will attend three (3) professional development days per year. One (1) day can be flexible if a professional development day was attended outside the contractual year (in which no compensation was paid). The flexible day must be approved, in advance, by the building administrator.
- 4. <u>Conference/Preparation Time</u> Each full time high school and middle school teacher, shall be provided a daily conference/preparation period equal in length to one class period.

Each full-time teacher in grades K-5 shall have 200 minutes of conference/preparation time within the student day each week. This planning time shall be scheduled in blocks of no less than 30 minutes.

Teachers will not be required to supervise students during their conference/preparation time.

On a day(s) the teacher has no conference/preparation time during the school day, the teacher, when mutually agreed upon with his/her immediate supervisor, may be granted the option to not attend a called meeting.

Part-time teachers will have paid conference/preparation time in proportion to their schedules' percentage of full time. For example, a half-time teacher will be paid for at least 100 minutes of conference/ preparation time per week.

A full-time teacher who serves both elementary and secondary buildings will have a total of at least 200 minutes of conference/preparation time per week, distributed among his/her schools. All K-5 music, physical education, and art classes will be taught by certified/area specialists.

<u>Teaching Load</u> – The required teaching load for middle school and high school teachers shall not exceed six (6) 43/47 minute teaching periods per day, except where because of lunch period scheduling, instructional periods, shall not exceed sixty (60) minutes. This provision shall not apply where, by mutual agreement of the teacher and building principal, the teacher is teaching a middle level self- contained class.

A high school or middle school teacher may request that his/her teaching load be seven (7) classes per day, with no additional assigned duties other than homeroom. The principal may grant this request if such assignment is compatible with the needs of the building principal scheduling classes and assigning non-teaching duties.

A high school or middle school teacher's schedule will include classes in not more than two (2) subject areas or more than three (3) teaching preparations. The above requirements may be waived with the written permission of the individual teacher, signed by both the teacher and the principal.

FHS teachers' load is capped at 160 students in math, English, science, social studies, and foreign language, as measured on the 30th day of school. This cap may be waived with the written permission of the individual teacher, signed by both the teacher and the principal. In a year in which the middle schools have an unusually large, or "bulge" class, the principals will use the extra resources available to them to reduce the class load.

6. <u>Duty Period</u> – High School and Middle School teachers will be assigned one (1) duty period during the student school day. Middle School mentorship, which will consist of team building, goal setting, and/or intervention responsibilities is a duty. Mentorship will be a maximum of twenty-five (25) minutes per day, however, one (1) day per week, mentorship may be a maximum of forty (40) minutes, as determined by the building administrator. If a high school or middle school teacher teaches fewer than six (6) classes, additional duty periods may be assigned so that the total number of class periods and duty periods equal seven (7) for both High School and Middle School teachers.

Department chairs in Math, Science, Social Studies, Special Education, Foreign Language and English will receive a duty period in their schedules for the purpose of completing Department Chair duties.

Teachers in grades K-5 may be assigned additional duties as needed, other than during their 200 minutes of weekly conference/preparation time each week. No K-5 teacher shall be required to supervise students longer than 15 minutes before classes begin in the morning or 15 minutes following the end of classes in the afternoon.

Full-time guidance counselors shall not be assigned other duties that interfere with their availability for counseling. Guidance counselors shall be provided with clerical assistance.

- 7. <u>Released Time for Testing</u> Any core teacher K-5 who is required to complete individual diagnostic testing will receive one (1) day per testing cycle (beginning, middle, and end of year) to complete the process, as approved by their building principal or supervisor (Assessing/testing individual students). Special education teachers shall be released for two (2) days for the preparation of IEPs or IEP conferences. These day(s) shall be scheduled by consensus of the grade level chairs, K-5 curriculum director, and principal.
- 8. Outside Normal Day In the event this situation of offering an FHS class outside the normal school day would be needed in the future, both parties agree the full time teacher (who is teaching a full teaching load) should be paid 1/7th more salary as compensation for teaching this outside the normal day class.

M. Building Handbooks

A building handbook pertaining to the operations and procedures of the building shall be distributed to each teacher.

N. Job Sharing

The purpose of job sharing is to allow two (2) teachers to share one (1) teaching position within the school district. Job sharing shall be voluntary and require the approval of both the building Principal and the Superintendent.

1. Initiation

- a. Two teachers who have completed four (4) years of teaching experience shall be eligible for a job sharing assignment.
- b. The teachers interested in job sharing shall submit a written proposal to the Principal for implementation of their program prior to February 15 of the year preceding the proposed job share plan.
- c. If approved by the Principal, the plan shall be submitted to the Superintendent. The teachers shall receive the decision no later than May 1. If the proposal is not accepted, the teachers shall receive the reason(s) in writing.
- d. A job sharing plan shall be in effect for one school year. A new plan approval must be completed/reviewed on a yearly basis.

2. Elements of Job Sharing Proposal

- a. A designation of how the time, and teaching responsibilities, including planning time shall be divided and shared between the teachers, including the specific time that each teacher shall attend with at least a twenty (20) minute overlap to allow for collaboration and communication.
- b. A commitment/requirement that both teachers shall be required to attend parent-teacher conferences and attend to all other applicable responsibilities as provided by the Collective Bargaining Agreement and building expectations.
- c. A designation of who will attend staff meetings, IEP meetings, IAT meetings and how communication will be exchanged between the teachers to insure that full information is shared. In addition, the Principal has the right to provide teachers with advance notice that both teachers are required to attend any such meetings.
- d. A communication system for the parents so that consistent and complete information is provided.
- e. A full description of the teaching techniques, methods and grading practices used by each teacher with an explanation of the steps the teachers will use to ensure compatibility of such techniques and practices.

3. Teacher Employment Rights

During their employment on a job sharing basis, teachers:

- a. Retain full rights and benefits under the Agreement, except as modified by this Section.
- b. Receive a pro-rated salary based on the appropriate step/column on the salary schedule for full time teachers and upon actual hours worked.
- c. Accrue seniority and service years in accordance to Article IV (A)(1)I.
- d. May substitute for his/her partner teacher at the regular substitute rate of pay.

4. Discontinuation of Job Sharing

The Superintendent must be notified by March 1 of each year as to whether the participants wish to continue in the present arrangement or return to full time contract status. If such notice is not received, it will be assumed that the teachers wish to continue their job sharing arrangements for the following school year. If it should become necessary to discontinue a job sharing situation, the teacher with the greater seniority shall retain the position on a full time basis. The teacher with less seniority may transfer into a position he/she is qualified to teach as per Article V Absence and Leave Provisions and Article IV (F). Barring extenuating circumstances so designated by the Principal or Superintendent, the job sharing situation will be for the entire school year.

O. Three (3) Hour Delays

The teacher work day shall be extended for one hour (three hour delay) when the following occurs:

when the superintendent determines inclement weather conditions necessitate a delay;
 a two-hour delay has been attempted.

This provision may only be used a maximum of three (3) times each year.

If a teacher should have a conflict (i.e. college course, physician appointment, etc.) the teacher shall meet with her/his principal to provide class room coverage per Article V – Absence and Leave Provision; A.3.

ARTICLE VIII -- OHIO TEACHER RESIDENCY PROGRAM

A. <u>Purpose</u>

The purpose of the Ohio Teacher Residency Program is to provide a program of positive formal support including mentoring to foster professional growth of the individual, and the assessment of the performance of beginning teachers who require a license. Successful completion of the Resident Educator Program is required to qualify for a five-year professional educator license. The Resident Educator and Summative Assessment (RESA) does not replace the employment evaluation and is used exclusively for licensure determination. Findlay City Schools will implement the Ohio Teachers Residency Program in accordance with O.R.C. 3319.22.

B. Mentors

A teacher desiring to serve as a mentor for the Resident Educator Program shall have been a teacher for five (5) years and in the District for a minimum of two (2) years. Building principals will be consulted on the advisability of a teacher serving as a mentor. The Resident Educator Program Coordinator will assign mentors to Year 1 and Year 2 Resident Educators.

C. <u>Training and Released Time – Mentors and Resident Educators</u>

The District shall provide mentor teachers and Resident Educators the opportunity to attend training in order to establish and maintain an effective Resident Educator Program. The District is obligated to pay for all actual and necessary training costs. The District shall provide released time for all mentors to attend all training. The Resident Educator shall, whenever possible, be assigned a Mentor who is certified/licensed in the same subject matter and is in the same building.

D. <u>Confidentiality</u>

Mentors shall communicate directly with the Resident Educator and shall hold all information in strict confidence. All interaction, written or verbal, between the mentor and Resident Educator shall be confidential information. No mentor shall participate in any informal or formal contractual evaluation of a Resident Educator. No mentor shall be directed, required, or requested to make any recommendation regarding the employment of a Resident Educator.

E. Length of Program/Workload

The Resident Educator Program shall be four (4) academic years in length, in accordance with O.R.C 3319.22. The Resident Educator shall have released time for consultation with the assigned mentor and this time shall be provided or schedules adjusted to facilitate mentor/mentee meetings and observations of each other.

ARTICLE IX – Pilot Bring Your Own Device

The district will be terminating the BYOD pilot program.

Staff who have participated in the BYOD program will be reentered into the district's standard technology replacement cycle, starting on the 5th anniversary of the date that their BYOD Agreement was received.

ARTICLE X – OTHER PROVISIONS

A. <u>Definitions</u>

Throughout this Agreement, unless otherwise specified:

- 1. "Days" means all day's school is in session and days during the summer when the Administration office is open.
- 2. "License" means an educator license or teacher certificate issued under Ohio Revised Code Section 3319.22.
- 3. "Employee" means a member of the bargaining unit described in Article I, Section A of this Agreement.

B. Board Policy Books

The Board provides Board policies online at the Findlay City Schools website.

C. <u>Contract Reproduction</u>

As soon as practicable, but not later than forty-five (45) days after ratification, this Agreement shall be printed with a Table of Contents, including all appendices, by the Board and distributed to all employees. The Board and Association shall each be provided twenty-five (25) additional copies for its use. The costs for the production of this booklet shall be borne equally by the Board and the Association.

D. <u>Amendment Process</u>

Items covered in this Agreement are not subject to further negotiation during the period covered by the Agreement and may be altered, added to, deleted from, or modified only through voluntary mutual consent of both parties.

E. <u>Severability</u>

This Agreement supersedes and prevails over all Ohio statutes (except as specifically set forth in Ohio Revised Code Section 4117.10 (A), and all policies, rules, and regulations of the Board that conflict with this Agreement. However, should any court of competent jurisdiction determine, after all appeals or times for appeal have been exhausted, that any provision herein is unlawful, such provision shall automatically terminate but all other provisions of this Agreement shall remain in full force and effect. The parties shall meet within ten (10) days after the final determination to bargain over its impact and to bring the Agreement into compliance.

F. <u>Waiver of Bargaining</u>

It is agreed that during the bargaining leading to this Agreement, the parties had full opportunity to submit all items appropriate to bargaining and the parties expressly waive the right to submit any additional item during the term of this Agreement, irrespective of whether the item was or was not discussed during the bargaining leading to this Agreement, except that this provision shall not limit bargaining on mandatory subjects contained in Ohio Revised Code Section 4117.08.

G. Observance and Maintenance of Contract

The Board and the Association agree that this Agreement is binding on both parties. Each party is without authority to alter the language of this Agreement during its term.

H. Term of Agreement

This Agreement shall be effective from July 1, 2018 through June 30, 2019.

Chris Aldrich, President Board of Education Becky Biesiada, Co- President Findlay Education Association

Angela Dittman, Co-President Findlay Education Association

Date: _____

Date: _____

APPENDIX A FINDLAY CITY SCHOOLS	
GRIEVANCE FORM	
Name of Grievant	Building
Date Grievance Occurred	
Step 1 Date of Discussion with Principal/Supervisor	_
Step 2	
Statement of Grievance:	
Remedy Requested:	
Signature of Grievant:	Date Grievance Filed:
Signature Acknowledging Receipt:	Date Received:
[Copy to be sent by grievant to FEA Professional Rights and Responsib	vilities Committee Chair]
The original of this form is to be returned to the grievant with the Ste	p 2 disposition attached to this form.
(To be completed by grievant prior to appeal to Step 3, A.)	
Date of Hearing at Step 2:	_

Date of Disposition Received: _____

I hereby appeal to Step 3, A, of the Grievance Procedure and do	do not request a hearing at Step 3, A.
Signature of Grievant	Date Appeal Delivered to Office of Superintendent
Signature Acknowledging Receipt	Date of Receipt
[Copy to be sent by the grievant with a copy of Step 2 dispositio	n to FEA PR & R Committee Chair]
The original of this form and all attachments are to be returned be completed by grievant prior to appeal to Step 3, A, or 4.)	to the grievant with the Step 3, A disposition attached. (To
Date of Hearing at Step 3, A, if held	
Date of Disposition Received	_
Step 3, B I hereby appeal to Step 3, B, of the Grievance Procedure.	
Signature of Grievant	Date Appeal Delivered to Secretary of the Board
Signature Acknowledging Receipt	Date of Receipt
[Copy to be sent by the grievant with copy of Step 3, A, dispositi	on to FEA PR & R Committee Chair.]
The original of this form and all attachments are to be returned	to the grievant with the Step 3, B, disposition attached.
Step 4 By mutual agreement, this issue is being submitted to mediation	n by FMCS.
Signature of Grievant	Date submitted to AAA
Signature Acknowledging Receipt	Date of Receipt
Step 5 The grievant and the Association are submitting this grievance t	o arbitration and have served notice on AAA of this appeal.
Signature of Grievant	Date submitted to AAA

Signature of Association PR & R Chair

[Original is to be retained by Association. A copy of this, all attachments, and a copy of the letter to AAA are to be served on the Superintendent, as the chief executive officer hired by the Board.]

APPENDIX B

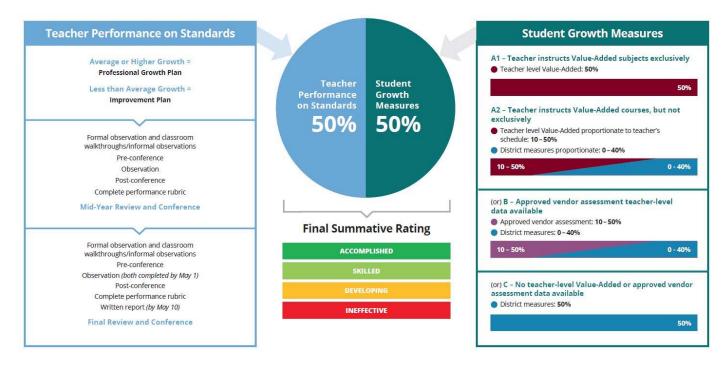
FINDLAY CITY SCHOOLS EVALUATION PROCEDURE

EVALUATION OF INSTRUCTIONAL STAFF

This is a comprehensive standards based program of evaluations of Instructional Staff. Instructional Staff is defined as District employees who are employed under a teacher license issued under Ohio Revised Code Chapter 33, or under a professional or permanent teacher's certificate issued under former section 3319.222 and who spend at least 50% of the time employed providing student instruction. Instructional staff shall be evaluated in accordance with O.R.C. Sections 3319.111 and 3319.112, consistent with the framework adopted by the State Board of Education.

Definitions

- A. <u>Evaluation Framework</u>: The document approved by the Ohio Department of Education (ODE) in accordance with section 3319.111 (A) of the Ohio Revised Code that establishes the standards-based framework for the evaluation of teachers developed under section 3319.112 of the Ohio Revised Code.
- B. <u>Evaluation Factors</u>: The multiple measures that are required by law to be used in the teacher evaluation procedure. The two factors, which are weighted equally, are student growth measures at fifty (50) percent and teacher performance at fifty (50) percent.
- C. <u>Student Growth Measure (SGM)</u>: Tool or assessment that is used to measure, or determine, student academic growth. As an evaluation factor, the SGM dimension is based on value-added scores, assessments from ODE's list of assessments for teachers where value-added score are not available, and from local measures of student growth based on student learning objectives (SLOs). SGM results are reported as: 5.Most Effective, 4. Above Average, 3. Average 2. Approaching Average, 1. Least Effective
- D. <u>Teacher Performance</u>: The assessment of a teacher's performance, resulting in a performance rating. As an evaluation factor, the teacher performance dimension is based on direct observations and walkthroughs that are performed by a credentialed evaluator. Teacher performance results are reported as a teacher performance rating that may be coded as 4 – Accomplished, 3 – Skilled, 2 – Developing, 1 – Ineffective.
- E. <u>Evaluation Rating</u>: The final, summative evaluation level that is assigned to a teacher based on evaluations that are conducted pursuant to the terms of this agreement. The evaluation rating is assigned at the conclusion of the evaluation cycle when the teacher performance rating is combined with the results of student growth measures where fifty (50) percent of the evaluation rating is based on student growth measures and fifty (50) percent of the evaluation rating is based on a teacher performance rating. Each completed evaluation will result in the assignment of a teacher to one of the following evaluation ratings: **Accomplished**, **Skilled**, **Developing or Ineffective**.



Original Teacher Evaluation Framework

Student Grow	th	Performanc	e	Final Summativ	e Rating
• Most Effective (5)	600	• Accomplished (4)	600	• Accomplished	500-600
• Above Average (4)	400	• Skilled (3)	400	• Skilled	300-499
• Average (3)	300	• Skilled (3)	400	• okined	300-499
• Approaching Average (2)	200	• Developing (2)	200	Developing	100-299
• Least Effective (1)	0	• Ineffective (1)	0	• Ineffective	0-99

- F. <u>Evaluation Cycle</u>: The period of time for the completion of the evaluation procedure. The evaluation cycle is completed when student growth measures resulting from assessments that were administered throughout the school year (SLO's and vendor assessments) are combined with the teacher's performance ratings resulting from performance assessments that are conducted for the current school year to assign the final evaluation rating. Note: Value added ratings reflect growth from the previous school year.
- G. <u>Evaluation Instrument</u>: The process, forms, and or instruments used by the administrator to observe and evaluate teachers. The instrument meets the guidelines of law.
- H. <u>Student Learning Objectives (SLO</u>): A measurable, long-term academic growth target that a teacher sets at the beginning of the year for all students or for subgroups of students over a given interval of instruction based upon baseline data gathered at the beginning of the course.

- I. <u>Electronic Teacher Principal Evaluation System (eTPES)</u>: The method used by the District to electronically report to ODE aggregate final, summative evaluation ratings.
- J. <u>Formal Observation</u>: An observation lasting a minimum of thirty (30) minutes which includes a pre and post observation conference. These observations will use the scales noted in the evaluation process, and may count in the final summative teacher evaluation.
- K. <u>Walkthrough Observations</u>: A method of organized unannounced/announced observations that requires the principal/supervisor to frequently visit classrooms to look for specific instructional practices. The classroom walkthrough shall be at least five (5) consecutive minutes, but not more than twenty (20) consecutive minutes in duration. An observation, of any length, outside of the classroom (e.g. staff meetings, parent teacher conferences, department meetings, etc.) and may be used in the final teacher evaluation. (Domain 4) These observations will use the scales noted in the evaluation process and may count in the final summative teacher evaluation.
- L. <u>Poorly Performing Teacher</u>:
 - 1) A teacher who is assigned an evaluation rating of Ineffective for two (2) consecutive years, or
 - 2) A teacher who receives an evaluation rating of Ineffective for two (2) of three (3) consecutive years, one of which must be the third year of the three (3) year period.
- M. <u>Professional Growth Plan</u>: A written plan of professional growth that focuses on promoting student achievement growth as well as the professional growth needs of the individual teacher. First year teachers are exempt from completing the district Growth Plan form and will be covered by the Resident Educator Program (Form A)
- N. <u>Improvement Plan</u>: A Professional Improvement Plan is an assistance program that must be developed in collaboration with the evaluator for a teacher whose performance and/or student growth measure dimension of the evaluation is either of the following:
 - 1) "Ineffective" on the teacher performance rating
 - 2) "Least Effective" or "Approaching Average" on the student growth measure rating

The Improvement Plan is intended to identify specific areas for improvement of performance and for identifying guidance and support needed to help the teacher improve. A plan of improvement may be initiated at any time during the evaluation cycle by the evaluator based on deficiencies in performance as documented by evidence collected by the evaluator. The Professional Improvement Plan may include, but not be limited to the following: specific performance expectations, resources, assistance to be provided, and timelines for its completion, time, material, and human resources. A teacher will move off an Improvement Plan to a Professional Growth Plan when their performance and/or student growth measure dimensions of the evaluation no longer fall in the above ratings that placed them on the Improvement Plan (Form B).

Evaluation Procedure

Our students' learning is of primary importance. Therefore, the purpose of our professional development and annual review plan for teachers is not only to provide documentation of the teacher's performance but also to improve teaching, to recognize each individual's expertise, to promote personal and professional growth, to raise staff morale and to recognize and promote the development of individual leadership and teaching styles. In the interest of continuous professional development, teachers shall annually develop either a Professional Growth Plan or an Improvement Plan (when indicated by their evaluation) in consultation with and approval of their evaluator by October 15th.

Each teacher shall be evaluated yearly and according to the following:

- Teachers with less than three (3) years of experience will be evaluated each year for the first three (3) years in Findlay City Schools, regardless of final summative rating.
- 2. Any new teachers to Findlay City Schools with at least three (3) years of experience will be evaluated their first year in the district, regardless of their final summative rating from the previous year.
- 3. Teachers moving to a different building will be evaluated the first year in their new position, regardless of prior year final summative rating.
- 4. During any school year the teacher is being considered for a continuing contract.
- 5. At any other time the teacher or his/her supervisor feels it is necessary. (May include balancing number of evaluations to be completed by a building administrator in a school year)

Each teacher will be evaluated using multiple factors from the following categories (as weighted):

- A. <u>Student Growth Measures (50%)</u>.
 - Student academic growth will be measured through the inclusion of value-added scores where value-added scores are available from the Ohio Department of Education (ODE) consistent with O.R.C. Section 3319.112. Category A1 teachers will use 100% Value Added scores as their SGM. Category A1 teachers do not need to write SLO's.
 - Category A2 teachers will use Value Added scores in proportion to their teaching schedule with the remainder being SLO data to comprise the Student Growth Measure.
 - The District may administer assessments chosen from the Ohio Department of Education's assessment list for teachers of subjects where value-added scores are not available and/or local measures of student growth using state-designed criteria and guidance. Category B teachers – the combination of SLO scores will be weighted the same as the combination of any vendor assessment scores.
 - SLO's will be written by Category C teachers and will serve as their SGM.
 - SLO's will be submitted for approval by grade level and or department level exchange groups before September 30 each year. Administrators sign approved SLO's. An Appeals Committee made up of three (3) administrators and three (3) FEA representatives will make the final approval on any SLO's not approved through the SLO grade level exchange process. The approved SLO's for all teachers required to write SLO's will be considered their SMART goals for the year. Action steps that explain how a teacher intends to meet their SLO's will be written that may relate to the Marzano domains (Minimum of three action steps).

In calculating student academic growth for an evaluation, a student shall not be included if the student has forty five (45) or more absences from school for the school year. SLO Growth Targets may be adjusted for individual students in consultation with and approval of the evaluator. Any student enrolled for a minimum of twenty (20) school days should be included in a teacher's SLOs.

B. Teacher Performance (50%).

Factors considered in assessment of teacher performance may include: Classroom observations and walkthroughs (i.e. Domain 1) shall be a major factor (70%) in the process of evaluating a teacher's overall job performance. The evaluator shall consider other aspects of the teacher's job performance in preparing the evaluation, such as, but not limited to: rapport with students, positive learning environment, mastery of academic content, appropriate implementation of instructional and assessment strategies, collaboration and communications with school/District staff, and professional responsibility and growth (i.e. Domains 2, 3, 4).

For teachers who are on an evaluation cycle, a minimum of two (2) formal observations, which include a pre and post conference, shall be conducted to support each performance assessment unless three (3) formal observations are required as described below. A formal observation shall last a minimum of thirty (30) minutes. There shall be at least three (3) weeks between formal observations and a one-time waiver (for each employee per year) of this requirement shall be granted if strict compliance is impractical due to unforeseen circumstances (e.g. an unanticipated absence of an employee or evaluator). If after the second formal observation, a teacher's performance is found deficient to the extent that adverse personnel action may result, a minimum of one additional observation shall be conducted. A mid-year check-in with the evaluator may be conducted. In addition to the two formal observations, no less than five (5) walkthroughs, with no less than three (3) walkthroughs first semester, shall be conducted (by May 1st) for teachers who are being formally evaluated during the school year. A majority of walkthroughs used for evaluations shall be classroom walkthroughs.

In any year in which a teacher who has not been formally evaluated (off-cycle), as a result of having previously received a rating of accomplished or skilled, a credentialed evaluator shall conduct at least one observation followed by a post-conference of the teacher. A pre-conference will be held if requested by either the teacher or evaluator. In addition, a minimum of one (1) walkthrough each semester must be completed on or before May 1st.

The teacher shall receive notification of the walkthrough observation that has been completed no later than the end of the second school day following the walkthrough, unless a mutually agreed upon extension is warranted.

The evaluation will be completed on or before May 1st and each teacher will receive a written report of the results of his/her evaluation on or before May 10th.

In accordance with Ohio Revised Code Section 3319.112(B)(1), the following levels of performance for teachers will be utilized in assigning final ratings for evaluations: Accomplished, Skilled, Developing, Ineffective.

Observation Conference

- 1. All formal observations shall be preceded by a conference between the evaluator and the teacher in order for the teacher to explain plans and objectives for the work situation to be observed.
- 2. A post-observation conference shall be held within ten (10) school days, unless the teacher and evaluator mutually agree to extend this timeline, after each formal observation and shall be used to inform the teacher if observed instructional practices are aligned with expectations that are identified in the teacher's professional growth or improvement plan.
- 3. A written request for a formal observation acknowledged by the supervisor may take place at any other time the teacher or his/her supervisor feels it is necessary.

Finalization of Evaluation

1. Written Report:

On or before May 10th, a copy of the formal written evaluation report shall be given to the teacher and a conference shall be held between the teacher and the evaluator.

2. Completion of Evaluation Cycle:

For teachers on an evaluation cycle, the summative evaluation of a teacher shall be based upon student growth measures resulting from state assessments that were administered in the previous school year (value added) and/or vendor assessments and/or SLO's from the current school year, and performance that is assessed during the walkthroughs and formal observations. The evaluation shall acknowledge the performance strengths of the teacher evaluated as well as performance deficiencies, if any. The evaluator shall note all the data used to support the conclusions reached in the formal evaluation report. The evaluation report shall be signed by the evaluator. The evaluation report should then be signed by the teacher to verify notification to the teacher that the evaluation will be placed on file, but the teacher's signature should not be construed as evidence that the teacher agrees with the contents of the evaluation report. The evaluation report shall be completed on or before May 10th, signed by both parties, and sent to the superintendent/designee.

Response to Evaluation:

The teacher shall have the right to make a written response to the evaluation and have it attached to the evaluation report to be placed in the teacher's personnel file.

A teacher shall be entitled to Union representation at any conference held during this procedure in which the teacher will be advised of an impending adverse personnel action.

Teachers who disagree with the summative evaluation rating may request an evaluator mutually agreed upon by the teacher and his/her principal for the next evaluation cycle.

Special Notations

A. Observations of Limited/Extended Limited Contract Teacher Under Consideration for Non-Renewal

If the Board has entered into a limited contract or extended limited contract with a teacher pursuant to section 3319.11 of the Ohio Revised Code, the Board shall perform a minimum of three (3) formal observations during the evaluation cycle in any school year in which the Board may wish to declare its intention not to re-employ a teacher pursuant to division (B), (C) (3), (D) or (I) of that section.

B. <u>"Accomplished" or "Skilled" Rated Teacher</u>

The Board shall evaluate each teacher who received a rating of "Accomplished" on the teacher's most recent evaluation once every three school years and once every two school years for teachers rated "Skilled. In the year(s) that a teacher is not being formally evaluated (off-cycle) due to an Accomplished or Skilled rating, the teacher must maintain an Average or above SGM in order to remain off-cycle. Off-cycle "Accomplished" teachers are permitted to choose their evaluator from a list of credentialed evaluators provided by the administration.

C. Exempted From Evaluation

A teacher who was on leave from the school district for 50% or more of the school year, or who has submitted notice of retirement and that notice has been accepted by the Board of Education on or before December 1 of the school year in which the evaluation is otherwise scheduled, will be exempt from the evaluation procedures in this agreement.

D. Evaluation of Teachers on Leave

A teacher who is on leave for less than 50% of the school year will be evaluated using the procedures outlined above to the extent possible dependent upon the timing of the leave. (i.e. the number of walk-through's, observations and use of Student Growth Measures may be adjusted as needed)

E. <u>Removal of Poorly-Performing Teachers</u>:

The following procedures will be used by district administrators in removing poorly-performing teachers:

- 1. The process of nonrenewal of teachers if they are in their last year of a limited or extended limited contract.
- 2. The process of O.R.C. 3319.16 will be used to terminate a continuing contract teacher or a limited or extended limited contract teacher during the term of the limited or extended limited contract, taking into account the most recent evaluation (to the extent the teacher has been employed by the district during that time) and any other documentation or evaluation as deemed relevant by the administration.

F. <u>Credentialed Evaluator</u>:

The evaluator of the teaching employee shall be the building principal and/or assistant principal. A credentialed evaluator mutually agreed upon between the teacher and the principal may be assigned. The individual who has responsibility for the formal evaluation of the teacher must complete the required observations and walkthroughs for the evaluation. In other words, one evaluator may not do one observation and another evaluator do the other observation to make up a single formal evaluation. Two or more administrators may, however, conduct separate evaluations of the same teacher, but at least one (1) of those evaluations must include the required two 30 - minute observations.

This procedure/appendix does not apply to the Superintendent, administrators, psychologists, teacher supplemental contracts, or teachers employed as substitutes or to any person employed under a teacher license/certificate that spends less than fifty percent (50%) of employed time providing student instruction.

FRAMEWORK AND FORMS

The Marzano Framework will be used for the Teacher Performance Aspects/Evaluation which is aligned to the Standards for Teaching Professions as approved by ODE. All forms will be stored through the I-Observation tool. To access forms: <u>https://www.effectiveeducators.com</u> Log in using FCS username and password. Forms for Professional Growth Plans, Improvement Plans and pre/post observations will be locally developed.

ELECTRONIC DATA AND COMMUNICATION

All K-12 teachers will demonstrate active use of the electronic data collection and communication (e.g. TestingWorks or IIS and Progressbook). Any increased expectations from the present requirements (e.g. IIS) concerning this topic will be dealt with in an MOU arrived through the IBB process.

EVALUATION OF SCHOOL COUNSELORS

The Board of Education authorizes the evaluation of school counselors in accordance with State law and the standards-based statewide counselor evaluation framework adopted by the State Board of Education (SBOE). The evaluation framework is aligned with the Ohio Standards for School Counselors.

Definitions

- A. <u>Evaluation Framework</u>: The document approved by the Ohio Department of Education (ODE) in accordance with HB 64 passed in July 2015 directing the State Board of Education to develop a standard-based state framework for evaluation of school counselors. This framework, which is aligned to the Ohio Standards for School Counselors, was adopted by the SBOE in April 2016.
- B. <u>Evaluation Factors</u>: The multiple measures in the framework that are required to be considered when making a final summative rating of each school counselor. These factors include all six standards in the Ohio Standards for School Counselors along with a Metric of Student Outcomes.
- C. <u>Metric of Student Outcomes</u>: The Metric of Student Outcomes is the 7th factor that must be included in the measures to evaluate school counselors. The counselor provides data demonstrating that students' skills, knowledge or behaviors have positively changed as a result of the school counselor's actions. The school counselor must clearly demonstrate the ability to positively impact student outcomes. The Metric(s) of Student Outcomes must be developed in collaboration with the evaluator. Failure to reach agreement on the Metric(s) of Student Outcomes can be appealed to a committee consisting of the Assistant Superintendent and the two Directors of Instruction.
- D. <u>Evaluation Rating</u>: The final, summative evaluation level that is assigned to a school counselor based on evaluations that are conducted pursuant to the terms of this agreement. The evaluation rating is assigned at the conclusion of the evaluation cycle when assessment of the performance on the six standards in the Ohio Standards for School Counselors is combined with the results of the Metric of Student Outcomes to determine a holistic rating of the counselor: Ineffective, Developing, Skilled or Accomplished. The Ohio School Counselor Evaluation System does not include a weighting factor for the seven areas found on the evaluation rubric because all seven areas are critical to determine school counselor performance.
- E. <u>Evaluation Cycle</u>: The period of time for the completion of the evaluation procedure. The evaluation cycle is completed when all seven areas have been assessed and a final summative rating has been determined.

- F. <u>Evaluation Instrument</u>: The process, forms, and or instruments used by the administrator to observe and evaluate school counselors. The instruments meets the guidelines of law.
- G. <u>Professional Growth Plan</u>: An annual written plan developed collaboratively with the counselor and evaluator consisting of a minimum of two focused goals: one on performance standards and the second on Metric(s) of Student Outcomes. (Form C)

Ohio School Counselor Summative



- H. <u>Improvement Plan</u>: A written plan to help the school counselor focus on area(s) in which they need intensive support to improve practice. A school counselor must develop an improvement plan when his/her final summative rating is *Ineffective*. Additionally, an evaluator may initiate an improvement plan at any time during the evaluation cycle based on deficiencies in performance by the school counselor. Improvement plans are directed by the evaluator. (Form D)
- I. <u>Electronic Teacher Principal Evaluation System (eTPES)</u>: The method used by the district to electronically report to ODE the aggregate final summative ratings.
- J. <u>Formal Observation</u>: An observation of, or formal conference with the school counselor lasting a minimum of thirty (30) minutes which may include a pre and/or post conference at the request of either the evaluator or counselor.
- K. <u>Informal Observations</u>: Informal observations of school counselors are unannounced/announced walkthroughs of *non-confidential activities* by the evaluator to document evidence of the counselor meeting the six standards for school counselors and the Metric of Student Outcomes.
- L. <u>Poorly Performing Counselor</u>: A counselor who receives an *Ineffective* Final Summative rating which requires the development of an Improvement Plan. Failure to make satisfactory improvement may lead to a recommendation for dismissal.

Evaluation Procedure

Our students' learning and social/emotional well-being are of primary importance. Therefore the purpose of the evaluation process is to not only provide documentation of the counselor's performance, but also to improve counseling skills, recognize each individual's expertise, promote personal and professional growth, raise staff morale and to recognize and promote the development of individual leadership and counseling styles.

- A. Counselors are required to establish an annual Growth Plan consisting of at least two annual goals, one being related to the six performance standards for counselors and one related to the Metric(s) of Student Outcomes. (Form C)
- B. The evaluation cycle will consist of a minimum of two (2) formal observations at least one of which must be a scheduled meeting to discuss evidence in the rubric assessing the six standards. At least one of the formal observations must be completed by the last work day in January each year. The School Counselor Evaluation Rubric will be used to document Formal Observations. (Form E)
- C. In addition to the formal observations, a minimum of two (2) informal observations (walkthroughs) must be conducted each evaluation cycle. (Form F)
- D. The evaluation cycle shall be completed on or before June 1st each year. The evaluation report must be signed by the evaluator and counselor and sent to the superintendent/designee. Counselors shall receive a written report of the results of the evaluation on or before June 10th. (Form G)
- E. Response to Evaluation:

The counselor shall have the right to make a written response to the evaluation and have it attached to the evaluation report to be placed in the counselor's personnel file.

A counselor shall be entitled to Union representation at any conference held during this procedure in which the counselor will be advised of an impending adverse personnel action.

Counselors who disagree with the summative evaluation rating may request an evaluator mutually agreed upon by the counselor and his/her principal for the next evaluation cycle.

F. Improvement Plan:

An improvement plan is required for any counselor receiving a final summative rating of *Ineffective* or at any time by an evaluator based on deficiencies in performance by the school counselor.

Evaluation Intervals

School counselors receiving a Final Summative rating of *Accomplished* on their most recent evaluation and whose Metric of Student Outcomes for the most recent school year for which data is available is skilled or higher will be fully evaluated once every three years. In years when a full evaluation will not take place, one observation is conducted and at least one conference is held with the counselor. School counselors receiving a Final Summative rating of *Skilled* on their most recent evaluation and whose Metric of Student Outcomes for the most recent school year for which data is available is skilled or higher will be fully evaluated once every two years. In years when a full evaluation will not take place, one observation is conducted and at least one conference is held with the counselor.

Removal of Poorly-Performing Counselors

A counselor receiving a Final Summative rating of *Ineffective* must develop an Improvement Plan in collaboration with their evaluator. Failure to make satisfactory improvement may lead to a recommendation for dismissal in accordance with procedures of Ohio Revised Code 3319.16.

Credentialed Evaluator:

The evaluator of a school counselor shall be the building principal and/or assistant principal. All such evaluators must complete the requirements for becoming a credentialed school counselor evaluator. A credentialed evaluator agreed upon between the counselor and the principal may be assigned. The individual who has responsibility for the formal evaluation of the counselor must complete the required observations and walkthroughs for the evaluation. In other words, one evaluator may not do one observation and another evaluator do the other observation to make up a single formal evaluation. Two or more administrators may, however, conduct separate evaluations of the same counselor, but at least one (1) of those evaluations must include the required two 30-minute observations.

EVALUATION OF LIBRARY MEDIA SPECIALIST

The District Library Media Specialist will be evaluated annually by the high school principal or his/her designee utilizing the Ohio School Library Media Specialist-Teacher Librarian Evaluation Rubric.

USE OF CONSULTANTS

Consultants: Consultants will provide assistance to individual teachers upon request of either the teacher or his/her supervisor. The Assistant Superintendent and Association President will mutually select the consultants. Form E, "Teacher Intervention Action Plan," should be used whenever a consultant is used.

ELIGIBILITY FOR CONTINUING CONTRACT

Eligibility for Continuing Contract

When an employee wishes to be considered for continuing contract and meets the eligibility requirements, he/she MUST notify their reviewer in writing on or before October 15. If an employee does not apply for continuing contract by that date, the employee will be ineligible for continuing contract for that year.

Teachers become eligible for a continuing contract by fulfilling the following requirements (if requirements of state law change, during the effective dates of this contract, we would MOU this section):

- A. Holding an eight-year professional, permanent or life teaching certificate OR Holding a professional educator license plus either of the following:
 - 1. If a master's degree was held at the time of initially receiving a certificate or license, six (6) semester hours of graduate course work in the area of licensure or in an area related to the teaching field since the initial issuance of the certificate or license; or

- 2. If no master's degree was held at the time of initially receiving a certificate or license, thirty (30) semester hours of course work in the area of licensure or in an area related to the teaching field since the initial issuance of the certificate of license.
- B. Completing three years, or seven years for teachers hired 2010 or later, of successful teaching in the Findlay City Schools System, or two years of successful teaching in the Findlay City School System, if tenure had been attained previously in another Ohio system prior to employment in the Findlay City Schools.

EVALUATION COMMITTEE

The District Evaluation Committee will meet at least once per year to review and recommend necessary changes to the Superintendent. This committee is comprised of an equal number of Administrators appointed by the Superintendent and Teachers appointed by the FEA President. In the event that the committee cannot arrive at a consensus recommendation(s) on matters brought before it, the unresolved matter(s) shall be submitted to the IBB process through mutual consent of the Association President and Superintendent or at the next scheduled round of contract negotiations.

Form A

Teacher Professional Growth Plan/Collaborative Log

Teacher:

Evaluator:

Goal 1 (Student/Achievement Outcomes For Students):

Evidence Indicators:

Beginning of the Year Review - Goal 1

What's working:	Current Focus, Challenges, Concerns:
Teacher's next steps:	Principal/Evaluator's next steps:

Mid-Year Review - Goal 1

Date:

What's working:	Current Focus, Challenges, Concerns:
Teacher's next steps:	Principal/Evaluator's next steps:

End of Year Review - Goal 1

What's working:	Current Focus, Challenges, Concerns:
Teacher's next steps:	Principal/Evaluator's next steps:

Goal 2 (Teacher Performance on the Ohio Standards for the Teaching Profession):

Evidence Indicators:

Beginning of the Year Review - Goal 2

What's working:	Current Focus, Challenges, Concerns:
Teacher's next steps:	Principal/Evaluator's next steps:

Mid-Year Review - Goal 2

Date:

Current Focus, Challenges, Concerns:
Principal/Evaluator's next steps:

End of Year Review - Goal 2

What's working:	Current Focus, Challenges, Concerns:
Teacher's next steps:	Principal/Evaluator's next steps:
Teacher's next steps:	Principal/Evaluator's next steps:
Teacher's next steps:	Principal/Evaluator's next steps:

Form **B**

Findlay City Schools Teacher Evaluation System Improvement Plan

Teacher Name:		Grade Level/Subject:
School year:	Building:	Date of Improvement Plan Conference:

Written improvement plans are to be developed in the circumstances when an educator makes below expected academic growth with his/her students AND/OR receives an overall ineffective rating or an ineffective rating on any of the components of the teacher evaluation. The purpose of the improvement plan is to identify deficiencies in performance and foster growth through professional development and targeted support. If corrective actions are not made within the time as specified in the improvement plan, a recommendation may be made for dismissal or to continue on the plan.

Section 1: Improvement Statement – List specific areas for improvement as related to the *Ohio Standards for Teaching Profession*. Attach documentation.

Section 2: Desired Level of Performance – List specific measurable goals to improve performance. Indicate what will be measured for each goal.

Beginning Date	Ending Date	Level of Performance
	,	

Findlay City Schools Teacher Evaluation System

Improvement Plan (continued)

Section 3: Specific Plan of Action

Describe in detail specific plans of action that must be taken by the teacher to improve his/her performance. Indicate the sources of evidence that will be used to document the completion of the improvement plan. Indicate the source of evidence that will be used to document the completion of the improvement plan.

Actions to be Taken	ken Sources of Evidence that Will Be Examined	

Section 4: Assistance and Professional Development

Describe in detail specific supports that will be pro	ovided as well as opportunities for professional development.
Date for this Improvement Plan to be evaluated:	
Feacher Signature:	Date:
Evaluator Signature:	Date:

The evaluator's signature on this form verifies that the proper procedures as detailed in the local contract have been followed.

Findlay City Schools Teacher Evaluation System

Improvement Plan: Evaluation of Plan

Teacher Name: _		Grade Level/Subject:	
School Year:	Building:	Date of Evaluation: _	

The improvement plan will be evaluated at the end of the time specified in the plan. Outcomes from the improvement plan demonstrate the following action to be taken;

- Improvement is demonstrated and performance standards are met to a satisfactory level of performance*
- The Improvement Plan should continue for a time specified:
- Improvement Plan is not being met to appropriate level.

<u>Comments</u> : Provide justification for recommendation recommended course of action.	n indicated above and attach evidence to support	
Teacher's signature:	Date:	

Evaluator's Signature:	Date:
The evaluator's signature on this form verifies that the proper	procedures as detailed in the local contract have
been followed.	

* The acceptable level of performance varies depending on the teacher's years of experience. Teachers in residency-specifically in years 1 through 4-are expected to perform at the Developing level or above. Experienced teachers-with five or more years' experience-are expected to meet the Skilled level or above.

Ohio School Counselor Evaluation System

Professional Growth Plan

Professional Growth Plan

On an annual basis, a school counselor will develop two goals for professional growth and development; one in relation to the six standard areas, and the second in relation to the Metric of Student Outcomes area. Professional development should be individualized to meet the needs of the school counselor and specifically relate to the identified areas of refinement as identified in the school counselor's evaluation. The development of the plan can be informed by self-assessment, previous evaluation results, or other relevant data that will assist the school counselor in setting appropriate goals for professional growth. The evaluator should recommend professional development opportunities and support the school counselor by providing resources (e.g., time, financial).

School Counselor Name: Evaluator Name:

Self-Directed Collaborative

	Choose the Standard(s) aligned to the goal. These	are addressed by the evaluator as	appropriate for this school counselor.	
	Comprehensive School Counseling Program Plan		Evaluation and Data	
မ	의 Direct Services for Academic, Career, and Social/Emotional Development		Leadership and Advocacy	
Õ	Indirect Services		Professional Responsibility, Knowledge	e & Growth
oal	Goal Statement Demonstrating Performance on	Action Steps & Resources to	Evidence Indicators	Dates
0	Standards	Achieve Goal		Discussed

	Choose the domain(s) aligned to the Metric of Stud	lent Outcomes goal.		
NO	Academic College/Career Social/Emotiona	al		
Ē	Goal Statement Demonstrating Ability to Produce	Action Steps & Resources to	Evidence Indicators	Dates
oal	Positive Student Outcomes	Achieve Goal	Evidence indicators	Discussed
O				

Comments:	

School Counselor: _____ Evaluator: _____ Date: _____

Ohio School Counselor Evaluation System

Improvement Plan

Improvement Plan

Written improvement plans are to be developed when a school counselor receives an overall Ineffective rating. In addition, districts have discretion to place a school counselor on an improvement plan at any time based on deficiencies in any individual component of the evaluation system. The purpose of the improvement plan is to identify specific deficiencies in performance and foster growth through professional development and targeted support. If corrective actions are not made within the time as specified in the improvement plan, a recommendation may be made for dismissal or to continue on the plan.

School Counselor Name:	Date of Improvement Plan Conference
School Year:	Building:

Section 1: Improvement Statement - List specific areas for improvement as related to the Ohio Standards for School Counselors. Attach documentation.

Performance Standard(s) Addressed in this Plan	Date(s) Improvement Area or Concern Observed	Specific Statement of the Concern: Areas of Improvement

Section 2: Desired Level of Performance – List specific measurable goals to improve performance. Indicate what each goal will measure.

Goal(s)	Level of Performance Specifically Describe Successful Improvement Target(s)	Starting Date	Ending Date

Date:

Improvement Plan (continued)

Section 3: Specific Plan of Action

Describe in detail specific plans of action that the school counselor must take to improve his or her performance. Indicate the sources of evidence that the evaluator will use to document completion of the improvement plan.

Actions to be Taken Sources of Evidence that Will Be Examined	
	Sources of Evidence that Will Be Examined

Section 4: Assistance and Professional Development

Describe in detail specific supports that will be provided as well as opportunities for professional development.

Date for this Improvement Plan to Be Evaluated:

School Counselor's Signature:	Date:
	Date.

Evaluator's Signature:

Ohio School Counselor Evaluation System

Improvement Plan

Improvement Plan: Evaluation of Plan

School Counselor Name: School Year: Date of Evaluation: Building:

The improvement plan will be evaluated at the end of the time specified in the plan and will result in one of the following actions:

Improvement demonstrated and professional standards met a satisfactory level of performance.

Continue with the Improvement Plan for a specified amount of time. Date:

Recommend dismissal.

Comments: Provide justification for recommendation indicated above and attach evidence to support recommended course of action.

I have reviewed this evaluation and discussed it with my evaluator. My signature indicates that I have been advised of my performance status; it does not necessarily imply that I agree with this evaluation.

School Counselor's Signature:

Evaluator's Signature:

Date:		
Date:		

* The level of performance varies depending on school counselor's years of experience.

School Counselor Evaluation Rubric

The School Counselor Evaluation Rubric is intended to be scored holistically. This means the evaluator will assess which level provides the best overall description of the school counselor. The evaluator is to consider evidence gathered during the pre-observation conference, the observation, the post-observation conference, and informal observations of school counselor activities (if applicable) when completing the rubric.

school cou	nseling program that is develo Ineffective	pmental, preventative, responsive Developing	and in alignment with the school Skilled	s goals and mission. Accomplished
	The school counselor cannot articulate components of a comprehensive school counseling program.	The school counselor articulates all components of a comprehensive school counseling program.	The school counselor articulates all components of a comprehensive school counseling program, reflects on future program needs and works to design a plan of implementation.	The school counselor implements all components of a comprehensive school counseling program and frequently reflects on future program development.
	The school counselor does not collaborate with key stakeholders to set the goals, priorities and implementation strategies when a comprehensive school counseling program is being designed.	The school counselor collaborates with key stakeholders on a limited basis to set goals, priorities and implementation strategies that partially align to the school's goals and mission when a comprehensive school counseling program is being designed.	The school counselor collaborates with key stakeholders to set the goals, priorities and implementation strategies that align to the school's goals and mission when a comprehensive school counseling program is being designed.	The school counselor collaborates with key stakeholders to set the goals, priorities and implementation strategies that align to the school's goals and mission when a comprehensive school counseling program is being designed and suggests enhancements and adjustments for program based on needs and results.
	The school counselor identifies no resources to implement the program.	The school counselor identifies resources needed to partially implement the program.	The school counselor identifies resources to fully implement the program.	The school counselor utilizes resources to fully implement the program from an innovative or diverse set of partners.
Evidence				

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career and social/emotional dev Ineffective	Developing	Skilled	Accomplished
The school counselor lacks knowledge of academic program and/or does not deliver counseling, activities, and/or experiences that support students' academic progress and goals.	The school counselor uses knowledge of the academic program to plan and deliver counseling, activities and/or experiences that support students' academic progress and goals.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences to support students' academic progress and goals and makes adjustments as needed.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences in collaboration with stakeholders to support students' academic progress and goals and makes adjustments as needed.
The school counselor does not deliver developmentally appropriate counseling, activities, and/or experiences that build students' awareness of Ohio-specific college, career and education options and resources.	The school counselor inconsistently or ineffectively provides developmentally appropriate counseling, activities and/or experiences that build students' awareness of Ohio-specific college, career and education options and resources.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences to support students' awareness of Ohio-specific college, career and education options and resources and makes adjustments as needed.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences to enhance students' and parents/guardians' awareness of Ohio-specific college, career and education options and resources and makes adjustments as needed.
The school counselor does not deliver counseling, activities and/or experiences that promote student well- being.	The school counselor attempts to deliver counseling, activities and/or experiences that promote student well- being with limited success.	The school counselor consistently delivers counseling, activities, and/or experiences that promote students' social/emotional development and well-being.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences in collaboration with stakeholders to promote students social-emotional development and well-being and makes adjustment as needed.
	The school counselor lacks knowledge of academic program and/or does not deliver counseling, activities, and/or experiences that support students' academic progress and goals. The school counselor does not deliver developmentally appropriate counseling, activities, and/or experiences that build students' awareness of Ohio-specific college, career and education options and resources. The school counselor does not deliver counseling, activities and/or experiences that promote student well-	The school counselor lacks knowledge of academic program and/or does not deliver counseling, activities, and/or experiences that support students' academic progress and goals.The school counselor uses knowledge of the academic program to plan and deliver counseling, activities and/or experiences that support students' academic progress and goals.The school counselor does not deliver developmentally appropriate counseling, activities, and/or experiences that build students' awareness of Ohio-specific college, career and education options and resources.The school counselor uses knowledge of the academic program to plan and deliver counseling, activities and/or experiences that support students' academic progress and goals.The school counselor does not deliver counseling, activities and/or experiences that promote student well-The school counselor inconsistently or ineffectively provides developmentally appropriate counseling, activities and/or experiences that build students' awareness of Ohio-specific college, career and education options and resources.The school counselor does not deliver counseling, activities and/or experiences that promote student well-	The school counselor lacks knowledge of academic program and/or does not deliver counseling, activities, and/or experiences that support students' academic progress and goals.The school counselor uses knowledge of the academic program to plan and deliver counseling, activities and/or experiences that support students' academic provides developmentally appropriate counseling, activities, and/or experiencesThe school counselor plans and deliver counseling, activities and/or experiences that support students' academic progress and goals.The school counselor plans and deliver counseling, activities and/or experiences that support students' academic progress and goals.The school counselor plans and delivers counselor plans adjustments as needed.The school counselor does that build students' awareness of Ohio-specific college, career and education options and resources.The school counselor inconsistently or ineffectively provides developmentally appropriate counseling, activities and/or experiences of Ohio-specific college, career and education options and resources.The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences of Ohio-specific college, career and education options and resources.The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences that promote student well- being.The school counselor plans and delivers effective comprehensive counseling, activities and/or experiencesThe school counselor does not deliver counseling, activities and/or experiencesThe school counselor and resources.The school counselor consistently delivers counseling, activit

Standard Two: Direct Services for Academic, Career and Social/Emotional Development – School counselors develop a curriculum, offer

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Standard Three: Indirect Services: Partnerships and Referrals – School counselors collaborate and consult with school personnel, parents/guardians, community partners and agencies/organizations to coordinate support for all students.

parents/gu	ardians, community partners an	d agencies/organizations to coord	linate support for all students.	
	Ineffective	Developing	Skilled	Accomplished
	The school counselor provides no information to parents/guardians and school personnel for students' academic, career and social-emotional development.	The school counselor provides relevant information upon request to parents/guardians and school personnel for students' academic, career and social-emotional development.	The school counselor provides relevant information on a regular basis through collaboration with parents/guardians and school personnel for students' academic, career and social- emotional development.	The school counselor provides relevant information on a regular basis and initiates collaboration with parents/guardians and school personnel for students' academic, career and social-emotional development.
	The school counselor does not coordinate school and community resources to support students and promote their success.	The school counselor attempts to coordinate school and community resources to support students and promote their success, but has limited success.	The school counselor coordinates school and community resources to support students and promote their success.	The school counselor coordinates school and community resources, and positively influences the types of services the partners provide to support students and promote their success.
	The school counselor does not make referrals on behalf of students to parents/guardians or school personnel to appropriate mentors, professionals, agencies and services.	The school counselor makes referrals and connections on behalf of students to parents/guardians or school personnel to appropriate mentors, professionals, agencies and services only upon request.	The school counselor makes referrals and connections on behalf of students to parents/guardians or school personnel to appropriate mentors, professionals, agencies and services.	The school counselor makes referrals and connections on behalf of students to parents/guardians or school personnel to appropriate mentors, professionals, agencies and services and follows up within the guidelines of confidentiality when appropriate.
Evidence				

needs, plar	n and implement progr	ams, evaluate impact and adjust acco	ordingly.	
	Ineffective	Developing	Skilled	Accomplished
	The school counselor does not monitor student performance and progress.	The school counselor does limited monitoring of individual and group student performance and progress data to identify gaps and develops some appropriate interventions to enhance or improve student success.	The school counselor monitors individual and group student performance and progress data to identify gaps and develops appropriate interventions to enhance or improve student success.	The school counselor monitors individual and group student performance and progress data to identify gaps and develops appropriate interventions to enhance or improve student success, and fosters student self-monitoring.
	The school counselor does not monitor effectiveness of the program.	The school counselor uses some data with minimal effectiveness to conduct program monitoring, assesses implementation and effectiveness, and makes adjustments for program improvement accordingly.	The school counselor effectively uses data to conduct program monitoring, assesses implementation and effectiveness, and makes adjustments for program improvement accordingly.	The school counselor uses comprehensive data to conduct regular program monitoring, assesses implementation and effectiveness, and collaborates with stakeholders to make adjustments for program improvement accordingly.
Evidence				

Standard Four: Evaluation and Data – School counselors collaboratively engage in a cycle of continuous improvement using data to identify needs, plan and implement programs, evaluate impact and adjust accordingly.

Standard Five: Leadership and Advocacy – School Counselors lead school efforts and advocate for policies and practices that support an equitable, safe, inclusive and positive learning environment for all students.

Ineffective	Developing	Skilled	Accomplished
The school counselor does not attempt to establish professional relationships within the school through communication, teamwork and collaboration.	The school counselor attempts to establish professional relationships within the school through communication, teamwork and collaboration with limited success.	The school counselor establishes and maintains professional relationships within and outside of the school through communication, teamwork and collaboration.	The school counselor establishes and strengthens strategic professional relationships within and outside of the school through communication, teamwork and collaboration.
The school counselor does not advocate for nor responds to the needs of diverse populations.	The school counselor attempts to respond to the needs of diverse populations and has demonstrated progress in promoting an inclusive, responsive and safe school environment for its diverse members.	The school counselor effectively advocates for and responds to the needs of diverse populations, resulting in a positive impact on practices that promotes an inclusive, responsive and safe school environment for its diverse members.	The school counselor effectively advocates for practices within and outside of the school community and proactively addresses the changing needs of diverse populations resulting in a positive impact that promotes an inclusive, responsive and safe school environment for its diverse members.
The school counselor is unable to identify community, environmental and institutional factors that enhance or impede development and does not advocate for equity of opportunity for all students.	The school counselor identifies community, environmental and institutional factors that enhance or impede development but does not advocate for equity of opportunity for all students.	The school counselor identifies community, environmental and institutional factors that enhance or impede development and advocates for equity of opportunity for all students.	The school counselor identifies community, environmental and institutional factors that enhance or impede development and collaborates with stakeholders to advocate for programs, policies and practices that ensure equity of opportunity for all students.
The school counselor does not promote the program or the role of the school counselor in achieving the school's mission and student success.	The school counselor occasionally promotes the program and is beginning to articulate the role of the school counselor in achieving the school's mission and student success.	The school counselor effectively and consistently promotes the program and articulates the role of the school counselor in achieving the school's mission and student success.	The school counselor effectively and consistently promotes the program and articulates the role of the school counselor in achieving the school's mission and student success, and contributes to the advancement of the school counseling profession.

05/18/2016

	Evidence				
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		ility, Knowledge and Growth – S and refine their work through refle		e ethical standards of the profession,
	Ineffective	Developing	Skilled	Accomplished
	The school counselor does not adhere to the American School Counselor Association and other relevant ethical standards for school counselors nor the relevant federal, state and local codes and policies.	he school counselor has limited adherence to American School Counselor Association and other relevant ethical standards for school counselors and all relevant federal, state and local codes and policies.	The school counselor adheres to American School Counselor Association and other relevant ethical standards for school counselors and all relevant federal, state and local codes and policies.	The school counselor adheres to American School Counselor Association and other relevant ethical standards for school counselors and all relevant federal, state and local codes and policies. The counselor also helps colleagues access and interpret codes and policies and understand implications.
	The school counselor does not engage in self-reflection of practice, review data to set goals for improvement or participate in professional learning.	The school counselor engages in limited self-reflection of practice, reviews minimal data ineffectively to set goals for improvement and participates in professional learning to meet some goals, enhance skills and stay current on professional issues.	The school counselor engages in thoughtful self- reflection of practice, reviews data to set goals for improvement and participates in professional learning to meet goals, enhance skills and stay current on professional issues.	The school counselor engages in thoughtful and ongoing self-reflection of practice; consistently reviews data to set and monitor goals for improvement; and participates in professional learning to meet goals, enhance skills and stay current on professional issues, educating others on learnings when appropriate.
	The school counselor does not attend professional meetings nor belong to organizations at the local, state or national level.	The school counselor attends professional meetings and/or belongs to organizations at the local, state or national level.	The school counselor actively participates in both professional meetings and organizations at the local, state or national levels.	The school counselor coordinates, facilitates and/or provides leadership in professional meetings and organizations at the local, state or national level.
Evidence				

Metric(s)	of Student Outcomes - School	counselors demonstrate an abil	ity to produce positive student outco	mes using pre-determined metrics.
	Ineffective	Developing	Skilled	Accomplished
	The school counselor does	The school counselor	The school counselor clearly	The school counselor clearly
	not collect data nor	collects data but cannot	demonstrates a positive change	demonstrates a positive change
	demonstrate a positive	demonstrate a positive	in students' knowledge, behavior	in students' knowledge, behavior
	change in students'	change in students'	or skills within at least one	or skills within three student
	knowledge, behavior or skills.	knowledge, behavior or skills.	student domain.	domains.
Evidence				

Informal Observations

Informal Observation: Open-Ended Form

School Counselor Name:	Activity Observed:	Date:	
Evaluator Name:	Time Informal Observation Begins:	Time Informal Observation Ends:	

Directions: This form serves as a record of an informal walkthrough by the school counselor's evaluator. The evaluator will likely not observe all areas of the performance rubric in one informal observation. This record, along with additional informal and formal observations, will be used to inform the summative evaluation of the school counselor.

TIMES	OBSERVATIONS

Evaluator Summary Comments:					

Evaluator Signature
Photocopy to School Counselor

Final Summative Rating

Final Summative Rating of School Counselor Effectiveness

Once you determine a rating for each of the rubric areas, based on the available evidence from multiple interactions, look at the larger picture of performance across all areas of the rubric. Although all areas are important for effective school counseling practice, you may find it appropriate to more strongly weight patterns of behavior in one area over another. The key point is that the evaluator should consider no one area in isolation, but should analyze each in relation to all other areas of performance. Determine which of the four performance levels is most appropriate for the school counselor based on this holistic process.

Rubric Areas	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED
Standard 1: Comprehensive School Counseling Program Plan				
Standard 2: Direct Services for Academic, Career and Social/Emotional Development				
Standard 3: Indirect Services: Partnerships and Referrals				
Standard 4: Evaluation and Data				
Standard 5: Leadership and Advocacy				
Standard 6: Professional Responsibility, Knowledge and Growth				
Metrics of Student Outcomes				
Area of reinforcement:		Area of refinemen	t:	
Final Summative (Overall) Rating	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED

Check here if Improvement Plan has been recommended.

School Counselor Signature _____

Date _____

Evaluator Signature _____

Date _____

APPENDIX C

FINDLAY CITY SCHOOLS REQUEST FOR PERSONAL DAY

(Certificated Personnel)

Employee: _____ Building: _____

Date Requested: _____

*****PLEASE NOTE*****

PERSONAL LEAVE IS FOR THE PURPOSE OF BUSINESS, WHICH CANNOT BE TAKEN CARE OF EXCEPT DURING NORMAL WORKING HOURS. IT MAY NOT BE USED FOR RECREATIONAL ACTIVITIES, SHOPPING, OR VACATION.

Employee Signature: _____

Date: _____

Approved by: ______ Principal/Supervisor

Date: _____

APPENDIX D

Board of Education Procedure 7.14

FINDLAY CITY SCHOOLS

Findlay, Ohio

TEACHER'S CONTINUING EDUCATION

Request for Course Approval for Salary Schedule Advancement

Name:		Date:	
School:		Assignmen	t:
Title of Course:			Number:
Date Course will Begin:		End Date: _	
Hours to Be Earned:	Semeste	r:	Quarter:
Cost Per Hour \$:	Undergraduate \$	5:	Graduate \$:
Name of College or Universi	ty:		
Please Indicate: On	Campus	Off Campus	Where
In what manner do you be professional assignment?	elieve that this course will	contribute to the improve	ement of your skills in your present
Approved By:		Title:	
Date:			

College Credit Plus****

- Teachers on an approved Plan of Study to receive credit hours necessary to become credentialed as a College Credit Plus (CCP) instructor and who are teaching at least one dual credit course at our facility, will have a maximum of \$300.00 dollars per semester hour per year reimbursed upon submission of receipt of payment. The remainder of tuition will be eligible for our existing tuition reimbursement program as defined in our agreement. Requirements include completion of the course with a C or higher and instruction of at least one CCP course, otherwise the tuition reimbursement amount \$300 (maximum) per semester hour would be repaid to the district.
- If the District drops the course in good faith, the \$300 (maximum) per semester hour will not need to be reimbursed back to the district.
- A Teacher falling under the above bullet point is eligible for \$250 reimbursement annually for textbooks for the approved plan of study for CCP.
- Teachers who are credentialed to teach CCP, and teach at least one CCP course will receive a \$1200.00 stipend at the end of the school year.
- Administration will set the CCP courses to be offered and control which teachers are eligible under this Memorandum of Agreement.
- All teachers teaching a CCP class will be notified by July 1st of each year.
- Every effort will be made to place all students signed up for CCP classes together into one class for instruction not to exceed class size caps.
- A committee made up of CCP teachers selected by the Findlay EA and Administration will meet yearly to discuss changes in CCP requirements.

*** Boards Counter proposal to CCP 3/5/16

APPENDIX F

FINDLAY CITY SCHOOL DISTRICT TEACHERS SALARY SCHEDULE 2018/2019

BASE = \$37,333

For 2018/19 a one-time \$350 payment will be added to a regular pay before 12/31/18. That one-time payment will not factor into any employee's base rate of pay.

	1	Ш	Ш	IV	v	VI	VII	
Step	Non-Deg	BA	BA+15	BA+30	MA	MA+15	MA+30	Step
0	36,385	37,333	38,214	39,095	40,857	42,619	44,385	0
1	37,979	39,017	39,991	40,966	42,914	44,863	46,816	1
2	39,573	40,704	41,768	42,832	44,971	47,103	49,242	2
3	41,163	42,388	43,545	44,703	47,025	49,350	51,673	3
4	42,757	44,072	45,322	46,573	49,082	51,590	54,103	4
5	44,352	45,763	47,099	48,440	51,135	53,834	56,530	5
6	45,946	47,443	48,876	50,306	53,192	56,074	58,956	6
7	47,540	49,130	50,653	52,173	55,245	58,318	61,387	7
8	49,134	50,814	52,430	54,043	57,302	60,558	63,821	8
9	50,728	52,501	54,208	55,914	59,356	62,802	66,244	9
10	52,318	54,185	55,985	57,780	61,413	65,042	68,674	10
11	53,913	55,869	57,758	59,651	63,466	67,289	71,104	11
12	53,913	55,869	57,758	59,651	65,523	69,529	73,535	12
15	55,507	57,556	59,539	61,517	67,576	71,773	75,961	15
18	56,350	58,400	60,379	62,361	68,424	72,616	76,805	18
20	57,101	59,240	61,312	63,388	69,634	74,013	78,392	20
23	58,695	60,924	63,089	65,258	71,691	76,256	80,822	23
27	59,751	61,988	64,149	66,315	72,751	77,313	81,879	27
30	60,808	63,044	65,206	67,371	73,807	78,369	82,939	30
32*	61,917	64,131	66,311	68,454	74,879	79,456	84,033	32*

*To be eligible for step 32, employee must also have been employed by FCS for 20 or more years

FINDLAY CITY SCHOOLS TEACHER SALARY INDEX 2018/2019

	1	Ш	Ш	IV	v	VI	VII
Step	Non-Deg	BA	BA+15	BA+30	MA	<u>MA+15</u>	MA+30
0	0.9746	1.0000	1.0236	1.0472	1.0944	1.1416	1.1889
1	1.0173	1.0451	1.0712	1.0973	1.1495	1.2017	1.2540
2	1.0600	1.0903	1.1188	1.1473	1.2046	1.2617	1.3190
3	1.1026	1.1354	1.1664	1.1974	1.2596	1.3219	1.3841
4	1.1453	1.1805	1.2140	1.2475	1.3147	1.3819	1.4492
5	1.1880	1.2258	1.2616	1.2975	1.3697	1.4420	1.5142
6	1.2307	1.2708	1.3092	1.3475	1.4248	1.5020	1.5792
7	1.2734	1.3160	1.3568	1.3975	1.4798	1.5621	1.6443
8	1.3161	1.3611	1.4044	1.4476	1.5349	1.6221	1.7095
9	1.3588	1.4063	1.4520	1.4977	1.5899	1.6822	1.7744
10	1.4014	1.4514	1.4996	1.5477	1.6450	1.7422	1.8395
11	1.4441	1.4965	1.5471	1.5978	1.7000	1.8024	1.9046
12	1.4441	1.4965	1.5471	1.5978	1.7551	1.8624	1.9697
15	1.4868	1.5417	1.5948	1.6478	1.8101	1.9225	2.0347
18	1.5094	1.5643	1.6173	1.6704	1.8328	1.9451	2.0573
20	1.5295	1.5868	1.6423	1.6979	1.8652	1.9825	2.0998
23	1.5722	1.6319	1.6899	1.7480	1.9203	2.0426	2.1649
27	1.6005	1.6604	1.7183	1.7763	1.9487	2.0709	2.1932
30	1.6288	1.6887	1.7466	1.8046	1.9770	2.0992	2.2216
32	1.6585	1.7178	1.7762	1.8336	2.0057	2.1283	2.2509

APPENDIX G1

FINDLAY CITY SCHOOL DISTRICT <u>SUPPLEMENTAL DUTY SALARIES</u> – Athletics

CATEGORY	POSITION	% of Base or Salary Scheo	
		05 yr.	6+yr.
В	Head Football Coach FHS Head Boys' Basketball Coach – FHS Head Girls' Basketball Coach FHS Assistant Athletic Director (2) FHS Assistant Athletic Director – Middle School (2/3) Assistant Athletic Director – Middle School (1/3)	22	24
С	Head Ticket Manager FHS Assistant Athletic Director (2 seasons) FHS Athletic Trainer (Fall)	15	17
D	Head Hockey Coach FHS Head Wrestling Coach FHS Head Boys' Soccer Coach FHS Head Girls' Soccer Coach FHS Head Boys'/Girls' Swimming Coach FHS Strength Coach FHS	13.25	15.25
E	Assistant Athletic Trainer FHS	13	15
F	Head Baseball Coach FHS Head Boys' Track Coach FHS Head Girls' Track Coach FHS Head Gymnastics Coach FHS Head Girls' Volleyball Coach FHS Head Girls' Softball Coach FHS	11.55	13.55
G	Assistant Football Coaches (7) FHS Assistant Boys'/Girls' Swimming Coach – FHS Assistant Swim Coach – FHS Assistant Wrestling Coach FHS Assistant Boys' Basketball Coaches (2) FHS Assistant Girls' Basketball Coach (2)	11.3	13.3
Н	J. V. Wrestling Coach FHS (2) Freshman Boys' Basketball Coach (2) FHS Freshman Girls' Basketball Coach FHS Head Freshman Football Coach FHS Assistant Boys' Soccer Coach FHS (2) Varsity Assistant Girls Soccer Coach FHS J. V. Girls' Soccer Coach FHS Athletic Trainer (Winter/Spring) FHS Assistant Hockey Coach FHS	11.25	13.25

1	Used oth Crade Freethall Crashes (2)	0.7	44 7
I	Head 8 th Grade Football Coaches (2)	9.7	11.7
	Head Middle School Wrestling Coaches (2)		
	Head 8 th Grade Boys' Basketball Coaches (2)		
	Head 8 th Grade Girls' Basketball Coaches (2)		
	Head 8 th Grade Girls' Volleyball Coaches (2)		
	Varsity Assistant Volleyball Coach – FHS		
	Varsity Assistant Volleyball FHS		
	Assistant Freshman Football Coaches (2) FHS		
	Middle School Strength Coach (2)		
J	Head Golf Coach (Boys') FHS	9.15	11.15
	Head Golf Coach (Girls')-FHS		
	Head Boys' Tennis Coach FHS		
	Head Girls Tennis Coach FHS		
	Head Cross Country Coach FHS		
	Assistant Boys' Track Coach (2) FHS		
	Assistant Girls' Track Coach (2) FHS		
	J. V. (Assistant) Baseball Coach FHS		
	Freshman Girls' Volleyball Coach (1) FHS		
	Freshman Baseball Coach FHS		
	J. V. Softball Coach FHS		
	Freshman Softball Coach FHS		
К	7 th Grade Boys' Basketball Coaches (2)	8.25	10.25
	7 th Grade Girls' Basketball Coaches (2)		
	7 th Grade Girls' Volleyball Coaches (2)		
	7 th Grade Football Coach (2)		
			0.55
L	Assistant Golf Coach (Boys') FHS	6.55	8.55
	Assistant Golf Coach (Girls') FHS		
	Freshman Soccer Coach (Boys') FHS		
	Freshman Soccer Coach (Girls') FHS		
	Assistant Cross Country Coach – FHS		
	Assistant Baseball Coach – FHS		
	Assistant Softball Coach – FHS		
	Assistant Boys'/Girls' Swimming Coach – FHS		
	Varsity Assistant Girls' Tennis – FHS		
	Varsity Assistant Boys' Tennis – FHS		
	Head Middle School Cross Country Coach		
	Head Middle School Track Coaches (2)		
М	Assistant Middle School Wrestling Coaches (2)	5.55	7.55
	Assistant 7 th & 8 th Grade Boys' Track Coaches (2)		
	Assistant 7 th & 8 th Grade Girls' Track Coaches (3)		
	Assistant 7 th & 8 th Grade Football Coaches (8)		
NI	Assistant Middle School Cross Country Coach	1.05	6.85
N	Varsity Cheerleading Coach (Football) – FHS Varsity/J.V. Cheerleading Coach (Basketball) – FHS	4.85	0.85
	varsity/J.v. Checheauning Coach (DasketDall) FIDS		
0	J.V. Football Cheerleading Coach FHS Freshman Cheerleading Coach (Football) FHS	4.5	6.5
	Freshman Cheerleading Coach (Football) FHS Freshman Cheerleading Coach (Basketball) FHS		
	iFreshman (neerleading (Oach (Baskethall) EHS		

FINDLAY CITY SCHOOL DISTRICT <u>SUPPLEMENTAL DUTY SALARIES</u> – Non Athletics

APPENDIX G2

CATEGORY	POSITION	% of Base on Teacher Salary Sched		
		05 yr.	6+yr.	
AA	Activities Director – FHS	17.7	19.7	
	Show Choir Director High School			
А	Yearbook Advisor/Business Manager FHS (previously Cat. B & C)			
	School Newspaper Advisor/Business Manager – FHS	15.7	17.7	
	(Note: The cost of \$11,011.31 of creating these two positions is offset by			
	the savings of \$6,692.50 in B below + \$4,978.17 in C below for a savings of			
	\$11,670.67 or a net savings of \$659.36)			
	Musical Director FHS			
В	We the People Advisor FHS	9.15	1.1.15	
С	Student Council Advisor – FHS	6.55	8.55	
	TV Advisor FHS			
	Musical Assistant Director FHS			
	Show Choir Instrumental Director FHS			
	Department Chairpersons: (System wide)			
	A. V. Coordinator/Libraries Director of Bands			
	Director of Orchestras			
D	Junior Class Advisor – FHS	6.05	0.05	
D	Senior Class Advisor – FHS Dance Team Director – FHS	6.05	8.05	
	Pantasia Director FHS			
	Head Speech and Debate Coach - FHS			
E	Show Director FHS	4.15	6.15	
L	Sophomore Class Advisor FHS	4.15	0.15	
	Freshman Class Advisor – FHS			
	Freshman Show Choir Director – FHS			
	Color Guard and Majorette Advisor FHS			
	Marching Band Percussion/Indoor Drum Line Director FHS			
	Department Chairpersons:			
F	SkillsUSA Advisor			
	Home Arts (912)			
	Foreign Language (812)			
	Mathematics (912)	3.25	5.25	
	English (912)			
	Science (912)			
	Social Studies (912)			
	Art (612)			
	Physical Education (612)			
	Special Education (912)			
	Vocal Music (612)			
	Middle School Team Leaders (10)			
	Academic Quiz Team Advisor			
	Middle School Power of the Pen Coaches (2)			
	RTI Team – FHS (4)			

G	Jr. Statesmen of America Advisor – FHS	3.00	5.00
	National Honor Society Advisor – FHS (2)		
	Musical Vocal Director – FHS		
	Middle School Publications Advisor (2)		
	Secondary Alternatives Advisors (2)		
	Middle School Intramural Directors (2)		
	Elementary Intramural Directors (4)		
	Just Say No Advisors (8)		
	Middle School Drum Line Director		
н	CCP Textbook Coordinator	2.95	4.95
	Assistant Show Director – FHS	2.00	
	Director of Theatre – FHS		
	Musical Orchestral Director – FHS		
	Musical Choreographer — FHS		
	Musical Scenery – FHS		
	Musical Light/Sound FHS		
	Chamber Orchestra Director – FHS		
	Director of 7 th Grade Outdoor Camp		
	Middle School Spirit Club Advisors (2)		
	Middle School Show Choir Advisors (2)		
1	Department Chairpersons: (Secondary)	2.40	4.40
	Vocational Business Education (1012)	2.40	4.40
	Trade & Industry (912)		
	Department Chairpersons: Middle School (4)		
	Department Chairpersons: Elementary (K5)		
	Grade Levels, K5		
	Art (K5)		
	Physical Education (K5)		
	Vocal Music (K5)		
	Student Council Advisors Middle Schools (2)		
	Student Council Advisor Intermediate Buildings (4)		
	Pep Band Director – High School		
	Freshman Show Choir Instrumental Director – FHS		
	Culinary Arts Catering		
	Assistant Director of 7 th Grade Outdoor Camp		

Revised 8/21/2017 Revised 8/15/2018

EXHIBIT B

FINDLAY CITY SCHOOL Findlay, Ohio 2018/2019 School Calendar

Convocation/Building & Dept. Meetings First Day for Students Teacher In-Service – NO SCHOOL for students Labor Day – NO SCHOOL	Monday, September 3, 2018
Teacher-in-Service – NO SCHOOL for students **Parent/Teacher Conferences – NO SCHOOL * Fall Break Winter Break Thursday, Dece	5 / 1 /
Students First Day Back to School Martin Luther King Day – NO SCHOOL In-Service Day – NO SCHOOL for students	Thursday, January 2, 2019 Monday, January 3, 2019 Monday, January 21, 2019 Monday, February 18, 2019
Spring Break – NO SCHOOL Last Day for Students (177 Days) Clerical Day for Teachers Findlay High School Commencement	Monday, April 15 - Friday, April 19, 2019 Thursday, May 23, 2019 Friday, May 24, 2019 Saturday, May 25, 2019

(All Millstream students will follow the Findlay City Schools Calendar)

9-Week Grading Periods		
First 9-Week Grading Period	08/15/18 - 10/19/18	45 days
Second 9-Week Grading Period	10/22/18 - 01/04/19	40 days
Third 9-Week Grading Period	01/07/19 - 03/15/19	48 days
Fourth 9-Week Grading Period	03/18/19 - 05/23/19	<u>44 days</u>

TOTAL DAYS IN SESSION =

177 days

- New Teacher Orientation: 8/9 and 8/10
- Convocation 8/14

Two-Hour Delay Dates for Teacher In-Service:

Monday, October 22, 2018 Monday, January 7, 2019 Monday, March 18, 2019

Parent Teacher Conferences may be scheduled on different dates at specific buildings and count as 2 school days.

Adopted: 1/11/16 Revised 6/26/17 Revised 6/25/18 Revised 8/15/18