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FINDLAY CITY SCHOOLS

Findlay, Ohio

C O L L E C T I V E B A R G A I N I N G A G R E E M E N T

Between

FINDLAY EDUCATION ASSOCIATION

And

FINDLAY CITY SCHOOL DISTRICT BOARD OF EDUCATION

Effective: **July 1, 2013– June 30, 2016**

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ARTICLE I – RECOGNITION AND BARGAINING PROCEDURES

A. Recognition

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, psychologists, 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.

B. Bargaining Procedure

1. Submission of Issues - 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. Bargaining Teams - 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. Meetings - All meetings shall be at a time and place agreeable to both parties.
4. Tentative Agreement - 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. Agreement - 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. Dispute Resolution Procedure - 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 (C)(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. Purpose

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. Definitions

GRIEVANCE -- A claim by an employee that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement. Established policies and rules of the Board may be grieved to Step 3, B, only.
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. Procedure

Step 1
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.

Step 2
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.

If, in the judgment of the Association, a grievance affects a group or class of employees, the 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.

Step 4
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. General

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 or an

acceptance of the remedy provided from a previous step of the grievance procedure, if any. A 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. Association Rights

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. Receipt of Public Information
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 by October 1 and, at the employee's option, shall continue in effect until the employee gives written notice to the Treasurer to discontinue deductions or employment with the Board terminates. Deductions will be made through equal payments beginning with the second pay in October and ending with the first pay in May.

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~~s~~ 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. Board Rights

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. Assignments, Vacancies, and Transfers

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 after the close of the school year.

   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.

3. Vacancies and Voluntary Transfers
   The Superintendent or designee shall prepare a notice for each vacancy. Lists of vacancies, including supplementals, 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 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 e-mail, if the employee so requests and provides the District with his/her home e-mail 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 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 arbitrable.

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. Complaint Procedure:

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 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, the member shall have the right to face his/her accuser(s). 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 which adversely reflects upon the employee's conduct, service, character, or personality 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 senior limited contract teacher in the effected 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) If RIF occurs during the 2013-14 school year before May 10, 2014, all evaluations shall be considered comparable.

e) 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.

Comparable as applied to teacher evaluations will be based on teacher performance only in school year 2013/2014 until student growth measures are in effect.

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.

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. Licensure

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 employees hired after August 1, 2011 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. Personnel Drug/Alcohol Provision

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 receive a copy of the Board-adopted resolution 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. General

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, parenthood, 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. Sick Leave

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 184 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 mother to be disabled). A father may use up to five (5) days of sick leave at the time of birth to assist in the care of the mother and/or child. This does not preclude further use of sick leave by the father if complications arise.

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. <u>Pool for Catastrophic Illness/Injury</u>

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 five (5). Three (3) members shall be selected by the Association. Two (2) members shall be selected by the Administration. All decisions shall be made by a unanimous vote of all members of the committee. 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.

C. Personal Leave

1. Each employee shall be permitted three (3) days of personal leave. Such leave is for the purpose of attending to essential business and associated travel or matters which cannot be taken care of except during normal working hours. They shall not be used for recreational activities, shopping, or vacation. 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 in writing on the approved form (APPENDIX C). 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 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

1. 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

1. Excused absence with full pay, not chargeable against any other leave, shall be granted for the following reasons:
   a. Absence for jury service. The employee's regular salary shall be reduced by the amount he/she received for court services.
   b. Court appearance when subpoenaed as a witness. (Employees must use personal leave if subpoenaed as a witness for volunteer activities or 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

1. 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. Nursing Services

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 2013-2014 shall be $33,710.00. In 2014-2015, the base salary shall be $34,216.00. See attached salary schedule – Appendix E

A Compensation Committee of six shall be created which shall consist of (3) teachers who shall be appointed by the FEA President and the Superintendent, Treasurer, and Assistant Superintendent. The sole charge of the Committee shall be to develop a revised hybrid salary schedule which includes a performance component and reflects aspects that may include but not limited to the following: teacher experience, teacher education, evaluation ratings, teacher assignment, teacher performance, teacher licensure and highly qualified status, student growth, Building and District Performance, 21st Century student needs, is economically feasible and consistent with our Fiscal Health Plan. The Committee shall meet in 2014/15 school year in an effort to prepare for the next round of negotiations commencing in the spring of 2015. Failure of the committee to arrive at consensus recommendations shall not preclude any negotiations surrounding all topics related to salary and salary schedule in year 3.

The currently adopted STRS "slide out" provision shall continue so long as it remains acceptable to STRS & IRS.

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. Deduction From Salary

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. Time and Method of Salary Payment

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. Supplemental Contracts

1. 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 F1 and F2). 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, 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 E). Percentages are set forth in Appendices F1 and F2.
   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 F1 and F2, 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 F1 and F2 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. Reimbursement for College Credit

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.

3. The reimbursement allocation shall be $60,000 per year. Each eligible employee shall be paid an amount by October 15 calculated in accordance with this formula:

$$\frac{\text{Total Reimbursement allocation}}{\text{Total reimbursable semester hours (or equivalent) taken by all eligible employees}} \times \text{Reimbursable hours taken by a particular employee}$$

[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.

I. Severance Pay

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 30.99 years of total service.

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 2 ½ 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. Eligibility - 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.

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 fifty ($150.00) 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. Employee Contribution – Employees will, by payroll deduction, contribute 20% of the monthly premium toward the cost of medical insurance for the Original Plan, 13% for Plan B (option 15), and $0 for the Health Savings Account (HSA). The Board will contribute $2570 for HSA family plans and $1570 for HSA single plans the first year of enrollment if enrolled by July 1, 2012 and $1000 (family)/$500 (single) each year after. 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 for the employee.
2. Vision and Dental Care.

c. Part Time Teachers - 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.

Those employed at least 80% of full time per week, whichever is applicable, shall have available insurance provided to them at a cost not to exceed 20% of the Board's cost of each.

d. Section 125 - 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. Maintenance of Benefits - The district's insurance committee will review insurance plans and make recommendations to the Board of Education as needed. 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 and/or carrier(s) 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 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.

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 $4.00 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 $4.00.

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.

O. Enrollment Component

The Board will pay out 25% of any positive state funding change resulting from net increased student enrollment from open enrollment and community schools equally to all teachers in an active paid status at the end of 2013/14 who are also returning to the District in the 2014/15 rounded up to the nearest dollar. The treasurer will calculate the net effect based on the final totals (usually shown on the June

foundation report) by taking Total Regular Incoming Enrollment less Total Regular Outgoing Enrollment less Total Transfer to Community Schools. The payment for the 2013/14 enrollment change will be made in October 2014. Similarly the payment for the 2014/15 enrollments will be made in October 2015. Both payments will be compared to FY13's total net effect.

ARTICLE VII -- TEACHING (WORKING) CONDITIONS

A. Local Professional Development Committee

1. Purpose and Authority

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 recertification 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. Non-Teaching Duties

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. Class Size

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, & orchestra)	30
Counselors	300	Physical Education	30
English/Language Arts	25*	Science	25 *
Foreign Language	25*	Social Studies	25 *
Health	25		
Family & Consumer Science	**		

* Class load capped at 155 (at FHS)
** Not to exceed available stations

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.

3. A class size review committee shall be instituted, consisting of three (3) principals appointed by the Superintendent, six (6) employees (two for each level) appointed by the Association President, and the Assistant Superintendent, who shall serve as chairman.

   It shall be the duty of this committee to review the size of all classes twice each year, two (2) weeks after the beginning of each semester. They shall report their findings to the Superintendent concerning any class size problem they find to exist, including problems arriving from mainstreaming. After reviewing the findings, the Superintendent shall present them to the Board at its next meeting for consideration. The committee shall meet and suggest actions to be taken in emergency situations when they arise during the school year. 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.

D. Student Discipline

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.

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 self-defense 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. Teacher Protection (Assaults)

1. 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. Supplemental Teachers (Specialists)

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.

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. Academic Freedom

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. Annual Survey

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

J. Curriculum Development/Textbook Selection

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.

3. 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. Facilities, Equipment and Supplies

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

1. School Year – The school year shall be one hundred eighty-four (184) days.

   There shall be:
   a. one (1) day prior to the opening of school;
   b. one (1) day following the students last day;
   c. two (2) days of inservice;
   d. sixteen (16) hours of scheduled family contact time (parent/teacher conferences).

2. Work Day - 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 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.

3. The four (4) scheduled collaboration days [two (2) hour delay days] shall consist of one (1) hour of inservice and one (1) hour in which staff members may be used for team, grade level, department meetings, etc.

4. Conference/Preparation Time - 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.

5. Teaching Load - The required teaching load for middle school teachers shall not exceed six (6) 40 minute teaching periods per day. The required teaching load for high school teachers shall not exceed six (6) 50 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 155 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. Duty Period –Middle school teachers will be assigned to one (1) duty period during the student school day. Middle School home base is a duty. 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 Middle School teachers and six (6) for High School teachers.

   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. Released Time for Testing – During the school year, each teacher in grades 2-5 shall be released from the classroom for one (1) day to perform approved testing/diagnostic/ prescriptive activities for his/her students. Kindergarten teachers shall be granted two (2) days released time per section, and first grade teachers three (3) days released time to perform individualized diagnostic assessment activities. 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-6 curriculum director, and principal.

8. A Scheduling Committee shall be created which shall consist of six (6) teachers who shall be appointed by the FEA President and six (6) administrators who shall be appointed by the Superintendent. The sole charge of the Committee shall be to develop a high school schedule/workday (areas of concentration shall include but not be limited to the length of the student-teacher contact time, planning time, a duty free lunch, and collaboration time), which reflects 21st Century student needs and is economically feasible and consistent with our Fiscal Health Plan. The Committee shall make a recommendation to the Superintendent no later than March 1, 2012 for implementation in the fall of 2012. If there is no recommendation from the Committee, the Administration shall implement a plan. **This provision expires and will be removed from the collective bargaining agreement at the end of the contract effective July 1, 2013 contract.**

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)(e).
   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:

1. when the superintendent determines inclement weather conditions necessitate a delay;
2. 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 -- ENTRY YEAR PROGRAM

A. Purpose

The purpose of the Entry Year 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 and other employees who require a license. The Entry Year Program and assessment examination does not replace the employment evaluation and is used exclusively for licensure determination.

B. Entry Year Committee Structure

The Association shall select its representatives to serve on the Entry Year Committee. The committee shall consist of four (4) Association representatives and three (3) Administrative representatives. The committee shall determine when, where and the number of meetings necessary to fulfill its purpose.

C. Released Time/Compensation

Entry Year Committee members for the Association shall be provided released time to attend committee meetings, if necessary. Additionally, for any meetings held outside normal work hours, committee members shall be compensated at $18.25 per hour.

D. Mentors

A teacher desiring to serve as a mentor for the Entry Year Program shall have been a teacher for five (5) years and in the District for a minimum of two (2) years and shall be required to submit at least two (2) written recommendations from his/her peers or other professionals in the field of education; one (1) of the two letters must be from a current or former supervisor.

E. Selection Process for Assignment of Mentors to Mentees

The Entry Year Committee members shall establish the criteria for determining the most appropriate assignment of mentors to mentees.

The Entry Year Committee shall determine the process by which the mentor or mentee may request a change in assignment.

F. Training and Released Time – Mentors and Entry Year Teachers (Mentees)

The District shall provide the committee members and mentor teachers the opportunity to attend training in order to establish and maintain an effective Entry Year Program.

The District is obligated to pay for all actual and necessary training costs. Said training will include Pathwise, Praxis III and/or any "Equivalent Observation System" as deemed necessary, and/or required by ODE.

The District shall provide released time for all mentors to attend all training.

The Entry Year Teacher (Mentee) shall, whenever possible, be assigned a Mentor who is certified/licensed in the same subject matter.

Should the Entry Year candidate fail to complete the Entry Year Program after one (1) attempt, it shall not adversely impact said candidate's employment.

G. Confidentiality

Mentors shall communicate directly with the Entry Year teacher and shall hold all information in strict confidence. All interaction, written or verbal, between the mentor and mentee shall be confidential information.

No mentor shall participate in any informal or formal contractual evaluation of an Entry Year teacher.

No mentor shall be directed, required, or requested to make any recommendation regarding the employment of an Entry Year teacher.

H. Length of Program/Workload

The Entry Year Program shall be one (1) academic year in length, a minimum of one hundred twenty (120) school days.

The mentor will be released from the classroom to work individually with the mentee in professional areas as set forth by the Entry Year Committee.

The Entry Year Teacher (Mentee) 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 - OTHER PROVISIONS

A. Definitions

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. Contract Reproduction

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. Amendment Process

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. Severability

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. Waiver of Bargaining

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, 2013 through June 30, 2016.

Shane W. Pochard

Shane Pochard, President
Board of Education
Findlay City School District

Date 10/11/2013

Gary A. Kapostasy

Gary Kapostasy, President
Findlay Education Association

Date 10/17/2013

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 Responsibilities Committee Chair]

The original of this form is to be returned to the grievant with the Step 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 _____

Step 3, A

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 the Superintendent

_____ _____

Signature Acknowledging Receipt — Date of Receipt

[Copy to be sent by the grievant with a copy of Step 2 disposition 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, A disposition attached.

(To be completed by grievant prior to appeal to Step 3, A, or 4.)

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 Office of Secretary of the Board

_____ _____

Signature Acknowledging Receipt — Date of Receipt

[Copy to be sent by the grievant with copy of Step 3, A, disposition 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 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 to 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 PROCEDURES

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 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. Evaluation Framework: 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. Evaluation Factors: 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. Student Growth Measure (SGM): 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. Teacher Performance: 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 "1" indicating the lowest performance to "4" indicating highest performance.

E. Evaluation Rating: 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**.

Evaluation Matrix

Student Growth Measures	Teacher Performance 4	3	2	1
Above	Accomplished	Accomplished	Skilled	Developing
Expected	Skilled	Skilled	Developing	Developing
Below	Developing	Developing	Ineffective	Ineffective

F. Evaluation Cycle: 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 school year 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. Evaluation Instrument: The process, forms, and or instruments used by the administrator to observe and evaluate teachers. The instrument meets the guidelines of law.

H. Student Learning Objectives (SLO): 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. Ohio Teacher Evaluations (eTPES includes Principals): The method used by the District to electronically report ODE aggregate final, summative teacher evaluation ratings. The District shall report the number of teachers for whom an evaluation was conducted and the number of teachers assigned to each evaluation rating.

J. Formal Observation: 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. Walk Through Observations: A method of organized unannounced/announced observations that requires the principal/supervisor to frequently visit classrooms to look for specific instructional practices. The walkthrough shall be at least five (5) consecutive minutes, but not more than twenty

(20) consecutive minutes in duration. These observations will use the scales noted in the evaluation process and may count in the final summative teacher evaluation.

The teacher shall receive email notification of the walkthrough observation that has been completed no later than the end of the next school day on which the walkthrough has taken place.

No less than six (6) walkthroughs with no less than one (1) walkthrough per 9 weeks shall be included in each evaluation cycle.

L. Poorly Performing Teacher: not before contract year 2014-2015 may the following definition apply: 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.

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 should annually establish long-range and/or short-term goals which reflect District, building, and personal needs.

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

1. Student Growth Measures (50%).
   - 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 & A2 teachers will use 100% Value Added scores in reading and math. Category A1 & A2 teachers do not need to write SLO's. (OTES committee agreed, that since everyone else is writing a goal (SLO) that A1 teachers would write a SMART goal pertaining to their Value Added data.

     Meeting Value Added will serve as the goals for category A1 and A2 teachers. Action steps will be written that may relate to the Marzano domains.

   - 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 – vendor assessment count as 10% total SGM. SLO's will be written by Category B and C teachers and 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 will be written that may relate to the Marzano domains.

[In calculating student academic growth for an evaluation, a student shall not be included if the student has forty five (45) or more unexcused absences for the school year.]

All material covered within the previous square brackets shall be resolved through an MOU upon review and consultation of both party's attorney's and any and all resolutions provided by regulatory/statutory authority-precedent.

The first full evaluation cycle shall be completed by May 1 2015. An evaluation cycle shall not be completed until the teacher receives a written report of the results of the evaluation.

2. Teacher Performance (50%).
   Factors considered in assessment of teacher performance may include: Classroom observations and walkthroughs shall be only a major factor in the process of evaluating a teacher's overall job performance. Teachers perform many functions in addition to classroom instruction. 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.

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, administrators may conduct walkthrough observations that may count in the evaluation cycle.

3. a. Each teacher shall be evaluated at least once each school year, except as otherwise provided by statute and this policy (below). The evaluation will be completed by May 1st and each teacher will receive a written report of the results of his/her evaluation by 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, Proficient, Developing, Ineffective.

   b. Observation Conference

      1. All formal observations shall be preceded by a conference between 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 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.

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 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 (E) of that section.

B. "Accomplished" Rated Teacher - Biennial Evaluation

The Board shall evaluate each teacher who received a rating of accomplished on the teacher's most recent evaluation once every two school years. The biennial evaluation shall be completed by the first day of May of the applicable school year, and the teacher shall receive a written report of the results of the evaluation by the tenth of May of that school year.

C. Finalization of Evaluation

1. Written Report
   Before the evaluation cycle is final, and no later than May 10, 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
   The summative evaluation of a teacher shall be based upon student growth measures resulting from assessments that were administered in the previous school year (including value added) 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 repost 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 shell be completed by May 10, signed by both parties, and sent to the superintendent.

D. 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.

E. Improvement Plan

A professional improvement plan is an assistance program for a teacher whose performance and/or student growth measure dimension of the evaluation is below the expected level. Improvement Plans are developed for a teacher by the evaluator in response to ineffective ratings in performance and/or student growth. 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 limited to the following: specific performance expectations, resources, assistance to be provided, timelines for its completion, time, material, and human resources.

F. Removal of poorly-performing teachers:

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.

G. Credentialed Evaluator:

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.

H. 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%) 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**: **https://www.effectiveeducators.com** **Log in using FCS username and password. Forms for goal setting/action steps 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 present requirements (e,g, IIS) concerning this topic will be dealt with in an MOU arrived through the IBB process.**

EVALUATION OF OTHER LICENSED STAFF (e.g., COUNSELORS, LIBRARIANS)

Each evaluation will consist of a minimum of two (2) observations of the licensed staff member at least thirty (30) minutes each in duration, as well as periodic workplace walkthroughs.

Current contract language for evaluations until MOU is arrived at through the IBB Process.

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.
(e.g. This committee will also study the use of shared attribution during the 2013-14 school year and make a recommendation on whether or not to include this concept in the Student Growth Measure for the 2014-15 school year.) **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 though mutual consent of the Association President and Superintendent or at the next scheduled round of contract negotiations.**

FORM A

FINDLAY CITY SCHOOLS
OBSERVATION RECORD SHEET
(Use of this form is optional)

Pre-Conference Date _____

Teacher _____ School _____

Grade/Subject _____ Date of Observation _____

Time: _____ to _____ Classroom Observation # _____

# of Students Present _____ Topic/Activity _____

Reviewer/Position _____

Extenuating Circumstances _____

1. Planning and Preparation
   - 1.1. Uses diagnostic information to develop tasks
   - 1.2. Recognizes differing cognitive levels of students
   - 1.3. Plans for transfer and integration of knowledge
   - 1.4. Plans and organizes instructional activities in accordance with graded courses of study

2. Instruction
   - 2.1. States objective(s)
   - 2.2. Provides clear explanations
   - 2.3. Utilizes anticipatory set (objective, purpose, transfer and motivation)
   - 2.4. Sets high expectations behaviorally and academically
   - 2.5. Provides a positive approach to discipline
   - 2.6. Has established a discipline plan
   - 2.7. Maintains high level of time on-task
   - 2.8. Provides opportunities for students to be successful
   - 2.9. Uses techniques to aid students in developing creativity and critical thinking
   - 2.10. Varies teaching strategies to meet student needs and learning styles
   - 2.11. Provides for pupil involvement during the lesson
   - 2.12. Uses appropriate level of questioning and states questions clearly
   - 2.13. Uses relevant supplemental activities
   - 2.14. Assigns work relevant to concept taught
   - 2.15. Motivates students through establishing a positive class atmosphere
   - 2.16. Includes closure in the lesson

3. 3. Student Assessment
   - 3.1. Has clear assessment procedures.
   - 3.2. Adjusts for student abilities
   - 3.3. Uses various methods to check and monitor student progress
   - 3.4. Provides students with timely feedback relating to their level of progress.
   - 3.5. Responds appropriately both verbally and nonverbally
   - 3.6. Maintains deadlines and standards

4. Professional Characteristics
   - 4.1. Treats all students in a fair and equitable manner
   - 4.2. Interacts effectively with students.
   - 4.3. Demonstrates good oral and written communication
   - 4.4. Demonstrates positive attitude toward students
   - 4.5. Responds positively to unexpected situations
   - 4.6. Uses language and models behavior appropriate to teaching role

TIME_____

NOTES _____

_____

_____

_____

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_____

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_____

Teacher Comments: _____

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_____

_____

Reviewer Comments: _____

_____

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_____

_____

Teacher's Signature _____ Date _____

Reviewer's Signature _____ Date _____

Signatures indicate that both parties have seen and discussed the contents of this form.

FORM B

FINDLAY CITY SCHOOLS

FORMAL EVALUATION SUMMARY

(Format spacing may be altered as needed)

Teacher _____

School _____ Date of Conference _____

Date of Observation: Times: _____

Planning and Preparation:_____

_____

_____

_____

_____

_____

Instruction:

_____

_____

_____

_____

_____

Student Assessment:

_____

_____

_____

_____

_____

Professional Characteristics:

_____

_____

_____

_____

_____

GENERAL COMMENTS

Strengths:

_____

_____

_____

_____

Areas for Improvement with Suggestions:

_____

_____

_____

_____

_____

_____

_____

Additional Comments:

_____

_____

_____

_____

Teacher's License Type _____ Expiration _____ IPDP on file?_____

My signature indicates that I have read this Formal Evaluation Summary. Further, I understand that if I wish, I may add a statement that will amplify or explain its contents.

Teacher's Signature _____ Date _____

_____I agree.

_____I disagree.

_____I disagree with statement attached.

Reviewer's Signature _____ Date _____

Review Format for next year:

_____Formal Evaluation

_____Choice of Assessment _____ Formal Evaluation

- or –

_____ Self-Assessment

Form C

Findlay City Schools
Teacher Goal Setting/Action Steps

Teacher_____ **Building**_____ **School Year** _____

Teachers should write at least 2 goals each year. These goals should be based on teacher performance/skills they need to further develop and or student growth and be written in collaboration with their evaluator. Teachers may choose to use their SLOs in lieu of writing additional goals each year. Action steps should be written for each goal/SLO written and should focus on research based teacher skills and strategies that will improve student achievement. (If SLOs are to be used as goals this document should be included with the SLO forms to be shared and discussed with the evaluator by Oct 30th)

SMART Goal/SLO
In order to achieve this goal, the teacher will
Timeline
Resources Needed
Goal/SLO
In order to achieve this goal, the teacher will
Timeline
Resources Needed

Teacher Signature _____ **Date**_____

Evaluator Signature _____ **Date**_____

FORM C-2

FINDLAY CITY SCHOOLS
REPORT OF ANNUAL GOALS PROGRESS
(District, Building, Personal)
(Format may be altered by mutual agreement)

Teacher	Conference Date	Closing Conference Date
School	Grade/Subject	Reviewer

GOAL: _____

IMPLEMENTATION: _____

_____

_____

STATUS: _____

GOAL: _____

IMPLEMENTATION: _____

_____

_____

STATUS: _____

GOAL: _____

IMPLEMENTATION _____

_____

_____

STATUS: _____

Sign following closing conference.

Teacher's Signature _____ DATE _____

Reviewer's Signature _____ DATE _____

FORM D
Due May 15
Building File

FINDLAY CITY SCHOOLS
SELF-ASSESSMENT REVIEW
(To be completed at the closing conference.)

Teacher _____ Reviewer _____ Closing Date_____

School _____ Grade/Subject _____

Teacher's License Type _____ Expiration _____ IPDP on file? _____

Results:

_____
_____
_____
_____
_____
_____
_____

Possible Goals for next year:

_____
_____
_____
_____
_____
_____
_____

Teacher's Signature _____ Date _____

Reviewer's Signature _____ Date _____

FORM E

FINDLAY CITY SCHOOLS

TEACHER INTERVENTION ACTION PLAN

Teacher _____ Consultant_____

Building _____Grade/Subject_____ Final Review Date _____

Dates of Consultant Contacts _____

JOB TARGET	CONSULTANT ASSISTANCE	HOW WILL ACHIEVEMENT BE MEASURED?	TIMELINE	CONSULTANT: STATUS OF STRATEGIES
Strategy 1:				
Strategy 2:				
Strategy 3:				

YEAR-END NARRATIVE

(Comment on the degree to which the Teacher Intervention Assistance Plan was successful.)

TEACHER:

_____

_____

_____

_____

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CONSULTANT:

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REVIEWER:

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Initial when planning conference is completed:
Sign when review is completed.

Teacher's Initials _____ Date _____

Teacher Signature _____ Date _____

Consultant's Initials _____Date _____

Consultant's Signature _____ Date _____

Reviewer's Initials _____ Date _____

Reviewer's Signature _____ Date _____

APPENDIX C

FINDLAY CITY SCHOOLS
REQUEST FOR PERSONAL DAY
(Certificated Personnel)

Employee _____ Building _____

Day and 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's Signature _____ Date _____

Approved by _____ Date _____
Principal/Supervisor

APPENDIX D

Form 76-C

FINDLAY CITY SCHOOLS
Findlay, Ohio

TEACHER'S CONTINUING EDUCATION

Request for Course Approval for Salary Schedule Advancement

Name _____ Date_____

School _____ Assignment _____

Title of Course _____ Number _____

Date Course will Begin* _____ End _____

Hours To Be Earned _____ Semester _____ Quarter _____

Cost Per Hour $ _____ Undergraduate $ _____ Graduate $_____

Name of College or University_____

Please Indicate: On Campus _____ Off Campus _____ Where _____

In what manner do you believe that this course will contribute to the improvement of your skills in your present professional assignment? _____

_____

_____

_____

Approved:

By: _____ Title: _____

Date: _____

Revised 4/9/2011

APPENDIX E

FINDLAY CITY SCHOOL DISTRICT
TEACHERS SALARY SCHEDULE
2013/2014*

BASE = $33,710

Step*	I Non-Deg	II BA	III BA+15	IV BA+30	V MA	VI MA+15	VII MA+30	Step
0	32,830	33,710	34,529	35,345	36,983	38,618	40,256	0
1	34,310	35,274	36,178	37,081	38,891	40,701	42,512	1
2	35,790	36,838	37,826	38,814	40,799	42,781	44,767	2
3	37,266	38,402	39,478	40,550	42,707	44,865	47,022	3
4	38,746	39,967	41,126	42,286	44,615	46,945	49,277	4
5	40,226	41,534	42,775	44,019	46,523	49,028	51,532	5
6	41,706	43,095	44,426	45,755	48,431	51,108	53,784	6
7	43,186	44,662	46,075	47,487	50,339	53,191	56,040	7
8	44,666	46,227	47,727	49,223	52,247	55,271	58,298	8
9	46,146	47,791	49,375	50,959	54,155	57,354	60,550	9
10	47,622	49,355	51,023	52,692	56,063	59,434	62,805	10
11	49,102	50,919	52,672	54,428	57,971	61,517	65,060	11
12	49,102	50,919	52,672	54,428	59,879	63,597	67,315	12
15	50,582	52,483	54,324	56,161	61,787	65,681	69,571	15
18	51,364	53,265	55,106	56,943	62,573	66,463	70,353	18
20	52,062	54,047	55,972	57,897	63,695	67,760	71,826	20
23	53,542	55,611	57,621	59,633	65,606	69,844	74,081	23
27	54,523	56,596	58,605	60,614	66,587	70,825	75,062	27
30	55,504	57,577	59,586	61,595	67,568	71,806	76,046	30

For 2011-12 there was a pay freeze meaning no step advancement nor year progression during that year. In other words, steps remained the same in 2011-12 as they were in 2010-11. Step progression resumed at start of 2012-13. Lateral advancement for additional education still occurred.

*This table reflects 2.25% increase in 2013/14, but 0.25% is subject to state funding increasing by 5.175% for 2013/14 compared to 2012/13 (line 1.035 of five year forecast). If state funding does not increase by 5.175%, then 0.25% may be restored if the District's true days cash exceeds 40 at the end of 2014/15 (line 15.010 / (line 5.05/365 days))

FINDLAY CITY SCHOOLS
TEACHER SALARY INDEX
2013/2014* & 2014/2015

Step	I Non-Deg	II BA	III BA+15	IV BA+30	V MA	VI MA+15	VII MA+30
0	0.9739	1.0000	1.0243	1.0485	1.0971	1.1456	1.1942
1	1.0178	1.0464	1.0732	1.1000	1.1537	1.2074	1.2611
2	1.0617	1.0928	1.1221	1.1514	1.2103	1.2691	1.3280
3	1.1055	1.1392	1.1711	1.2029	1.2669	1.3309	1.3949
4	1.1494	1.1856	1.2200	1.2544	1.3235	1.3926	1.4618
5	1.1933	1.2321	1.2689	1.3058	1.3801	1.4544	1.5287
6	1.2372	1.2784	1.3179	1.3573	1.4367	1.5161	1.5955
7	1.2811	1.3249	1.3668	1.4087	1.4933	1.5779	1.6624
8	1.3250	1.3713	1.4158	1.4602	1.5499	1.6396	1.7294
9	1.3689	1.4177	1.4647	1.5117	1.6065	1.7014	1.7962
10	1.4127	1.4641	1.5136	1.5631	1.6631	1.7631	1.8631
11	1.4566	1.5105	1.5625	1.6146	1.7197	1.8249	1.9300
12	1.4566	1.5105	1.5625	1.6146	1.7763	1.8866	1.9969
15	1.5005	1.5569	1.6115	1.6660	1.8329	1.9484	2.0638
18	1.5237	1.5801	1.6347	1.6892	1.8562	1.9716	2.0870
20	1.5444	1.6033	1.6604	1.7175	1.8895	2.0101	2.1307
23	1.5883	1.6497	1.7093	1.7690	1.9462	2.0719	2.1976
27	1.6174	1.6789	1.7385	1.7981	1.9753	2.1010	2.2267
30	1.6465	1.7080	1.7676	1.8272	2.0044	2.1301	2.2559

FINDLAY CITY SCHOOL DISTRICT
TEACHERS SALARY SCHEDULE
2014/2015*

BASE = $34,216

Step*	I Non-Deg	II BA	III BA+15	IV BA+30	V MA	VI MA+15	VII MA+30	Step
0	33,323	34,216	35,047	35,875	37,538	39,198	40,861	0
1	34,825	35,804	36,721	37,638	39,475	41,312	43,150	1
2	36,327	37,391	38,394	39,396	41,412	43,424	45,439	2
3	37,826	38,979	40,070	41,158	43,348	45,538	47,728	3
4	39,328	40,566	41,744	42,921	45,285	47,649	50,017	4
5	40,830	42,158	43,417	44,679	47,222	49,764	52,306	5
6	42,332	43,742	45,093	46,441	49,158	51,875	54,592	6
7	43,834	45,333	46,766	48,200	51,095	53,989	56,881	7
8	45,336	46,920	48,443	49,962	53,031	56,101	59,173	8
9	46,838	48,508	50,116	51,724	54,968	58,215	61,459	9
10	48,337	50,096	51,789	53,483	56,905	60,326	63,748	10
11	49,839	51,683	53,463	55,245	58,841	62,441	66,037	11
12	49,839	51,683	53,463	55,245	60,778	64,552	68,326	12
15	51,341	53,271	55,139	57,004	62,715	66,666	70,615	15
18	52,135	54,065	55,933	57,798	63,512	67,460	71,409	18
20	52,843	54,859	56,812	58,766	64,651	68,778	72,904	20
23	54,345	56,446	58,485	60,528	66,591	70,892	75,193	23
27	55,341	57,445	59,485	61,524	67,587	71,888	76,189	27
30	56,337	58,441	60,480	62,519	68,583	72,884	77,188	30

For 2011-12 there was a pay freeze meaning no step advancement nor year progression during that year. In other words, steps remained the same in 2011-12 as they were in 2010-11. Step progression resumed at start of 2012-13. Lateral advancement for additional education still occurred.

*This table reflects 1.50% increase in 2014/15 based on 2.25% increase in 2013/14, but 0.25% of the 2013/14 increase is subject to state funding increasing by 5.175% for 2013/14 compared to 2012/13 (line 1.035 of five year forecast). If state funding does not increase by 5.175%, then 0.25% may be restored and retropaid if the District's true days cash exceeds 40 at the end of 2014/15 (line 15.010 / (line 5.05 / 365 days))

FINDLAY CITY SCHOOLS
TEACHER SALARY INDEX
2013/2014* & 2014/2015

Step	I Non-Deg	II BA	III BA+15	IV BA+30	V MA	VI MA+15	VII MA+30
0	0.9739	1.0000	1.0243	1.0485	1.0971	1.1456	1.1942
1	1.0178	1.0464	1.0732	1.1000	1.1537	1.2074	1.2611
2	1.0617	1.0928	1.1221	1.1514	1.2103	1.2691	1.3280
3	1.1055	1.1392	1.1711	1.2029	1.2669	1.3309	1.3949
4	1.1494	1.1856	1.2200	1.2544	1.3235	1.3926	1.4618
5	1.1933	1.2321	1.2689	1.3058	1.3801	1.4544	1.5287
6	1.2372	1.2784	1.3179	1.3573	1.4367	1.5161	1.5955
7	1.2811	1.3249	1.3668	1.4087	1.4933	1.5779	1.6624
8	1.3250	1.3713	1.4158	1.4602	1.5499	1.6396	1.7294
9	1.3689	1.4177	1.4647	1.5117	1.6065	1.7014	1.7962
10	1.4127	1.4641	1.5136	1.5631	1.6631	1.7631	1.8631
11	1.4566	1.5105	1.5625	1.6146	1.7197	1.8249	1.9300
12	1.4566	1.5105	1.5625	1.6146	1.7763	1.8866	1.9969
15	1.5005	1.5569	1.6115	1.6660	1.8329	1.9484	2.0638
18	1.5237	1.5801	1.6347	1.6892	1.8562	1.9716	2.0870
20	1.5444	1.6033	1.6604	1.7175	1.8895	2.0101	2.1307
23	1.5883	1.6497	1.7093	1.7690	1.9462	2.0719	2.1976
27	1.6174	1.6789	1.7385	1.7981	1.9753	2.1010	2.2267
30	1.6465	1.7080	1.7676	1.8272	2.0044	2.1301	2.2559

FINDLAY CITY SCHOOL DISTRICT
SUPPLEMENTAL DUTY SALARIES - ATHLETICS

CATEGORY	POSITION	% of Base on Teacher Salary Schedule	
		0-5 yr.	6+yr.
B	Head Football Coach - FHS Head Boys' Basketball Coach - FHS Head Girls' Basketball Coach - FHS Assistant Athletic Director (2) - FHS	22	24
C	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 Wrestling Coach - FHS Assistant Boys' Basketball Coaches (2) - FHS Assistant Girls' Basketball Coach (2) - FHS	11.3	13.3
H	J. V. Wrestling Coach - FHS Freshman Boys' Basketball Coach (2) - FHS Freshman Girls' Basketball Coach (2) - FHS Head Freshman Football Coach - FHS Assistant Boys' Soccer Coach - FHS J. V. Girls' Soccer Coach - FHS Athletic Trainer (Winter/Spring) - FHS Assistant Hockey Coach - FHS	11.25	13.25
I	Head 8th Grade Football Coaches (2) Head Middle School Wrestling Coaches (2) Head 8th Grade Boys' Basketball Coaches (2) Head 8th Grade Girls' Basketball Coaches (2) J. V. Girls' Volleyball Coach - FHS Assistant Freshman Football Coaches (2) – FHS Middle School Strength Coach (2)	9.7	11.7

J	Head Golf Coach - 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	9.15	11.15
K	Head 8th Grade Girls' Volleyball Coaches (2)	8.25	10.25
L	Assistant Golf Coach (Boys') - FHS 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 Swimming Coach – FHS Head Middle School Cross Country Coach Head Middle School Track Coaches (2) 7th Grade Boys' Basketball Coaches (2) 7th Grade Girls' Basketball Coaches (2) 7th Grade Girls' Volleyball Coaches (2) 7th Grade Football Coach (2)	6.55	8.55
M	Assistant Middle School Wrestling Coaches (2) Assistant 7th & 8th Grade Boys' Track Coaches (3) Assistant 7th & 8th Grade Girls' Track Coaches (3) Assistant 7th & 8th Grade Football Coaches (8) Assistant Middle School Cross Country Coach (1)	5.55	7.55
N	Varsity Cheerleading Coach (Football) – FHS Varsity/J.V. Cheerleading Coach (Basketball) - FHS	4.85	6.85
O	J.V. Football Cheerleading Coach - FHS Freshman Cheerleading Coach (Football) - FHS Freshman Cheerleading Coach (Basketball) (1) - FHS	4.5	6.5

APPENDIX F-2

FINDLAY CITY SCHOOL DISTRICT
SUPPLEMENTAL DUTY SALARIES - Non-Athletic

CATEGORY	POSITION	% of Base on Teacher Salary Schedule 0-5 yr.	6+yr.
AA	Activities Director Show Choir Director - High School	17.7	19.7
A	Yearbook Advisor/Business Manager - FHS School Newspaper Advisor/Business Manager – FHS (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)	15.7	17.7
B	Musical Director - High School We the People Advisor - High School	9.15	1.1.15
C	Student Council Advisor – High School TV Advisor - High School Musical Assistant Director - High School Show Choir Instrumental Director - High School Department Chairpersons: **(System wide)** A. V. Coordinator/Libraries Director of Band Director of Orchestra	6.55	8.55
D	Junior Class Advisor – High School Senior Class Advisor – High School Dance Team Director - High School Pantasia Director - High School	6.05	8.05
E	Show Director - High School Sophomore Class Advisor - High School Freshman Class Advisor – High School Freshman Show Choir Director - High School Color Guard and Majorette Advisor - High School Marching Band Percussion/Indoor Drum Line Director - FHS	4.15	6.15
F	Department Chairpersons: Home Arts (9-12) Foreign Language (7-12) Mathematics (9-12) English (9-12) Science (9-12) Social Studies (9-12) Art (6-12)	3.25	5.25

	Physical Education (6-12) Special Education (9-12) Vocal Music (6-12) Middle School Team Leaders (10) Academic Quiz Team Advisor Middle School Power of the Pen Coaches (2) RTI Team – High School (4)		
G	Jr. Statesmen of America Advisor – High School National Honor Society Advisor – High School (2) Musical Vocal Director – High School Middle School Publications Advisor (2) Secondary Alternatives Advisors (2) Middle School Intramural Directors (2) Elementary Intramural Directors (5) Just Say No Advisors (10) Middle School Drum Line Director	3.00	5.00
H	Assistant Show Director - High School Director of Theatre – High School Musical Orchestral Director – High School Musical Choreographer - High School Musical Scenery – High School Musical Light/Sound - High School Chamber Orchestra Director – High School Middle School Spirit Club Advisors (2) Middle School Show Choir Advisors (2)	2.95	4.95
I	Department Chairpersons: (Secondary) Vocational Business Education (10-12) Trade & Industry (9-12) Department Chairpersons: Middle School (4) Department Chairpersons: Elementary (K-5) Grade Levels, K-5 Art (K-5) Physical Education (K-5) Vocal Music (K-5) Student Council Advisors - Middle Schools (2) Student Council Advisor Intermediate Buildings Pep Band Director - High School Freshman Show Choir Instrumental Director	2.40	4.40

iObservation Information

The following pages are the framework and used in our iObservation tool. (See Appendix B page 54).

Superintendent of Schools

10/17/2013
Date

FEA Representative

10/17/2013
Date

Domain 2: Planning and Preparing

The teacher plans for clear goals and identifies them in the plan; he or she describes methods for tracking student progress and measuring success

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Planning and Preparing for Lessons and Units

1. Effective Scaffolding of Information within Lessons
2. Lessons within Units
3. Attention to Established Content Standards

Planning and Preparing for Use of Resources and Technology

4. Use of Available Traditional Resources
5. Use of Available Technology

Planning and Preparing for Special Needs of Students

6. Needs of English Language Learners
7. Needs of Special Education Students
8. Needs of Students Who Lack Support for Schooling

Planning and Preparing for Lessons and Units

Effective Scaffolding of Information within Lessons

Within lessons, the teacher prepares and plans the organization of content in such a way that each new piece of information builds on the previous piece.

Evidence:

Planning Evidence:

- [ ] Content is organized to build upon previous information
- [ ] Presentation of content is logical and progresses from simple to complex
- [ ] Where appropriate, presentation of content is integrated with other content areas, other lessons and/or units
- [ ] The plan anticipates potential confusions that students may experience

Teacher Evidence:

- [ ] When asked, the teacher can describe the rationale for how the content is organized
- [ ] When asked, the teacher can describe the rationale for the sequence of instruction
- [ ] When asked, the teacher can describe how content is related to previous lessons, units or other content
- [ ] When asked, the teacher can describe possible confusions that may impact the lesson or unit

Resources:

Scale

Scale:

Innovating Applying Developing Beginning Not Using Not Applicable

Lessons within Units

The teacher organizes lessons within units to progress toward a deep understanding of content.

Evidence:

Planning Evidence:

- ☐ Plans illustrate how learning will move from an understanding of foundational content to application of information in authentic ways
- ☐ Plans incorporate student choice and initiative
- ☐ Plans provide for extension of learning

Teacher Evidence:

- ☐ When asked, the teacher can describe how lessons within the unit progress toward deep understanding and transfer of content
- ☐ When asked, the teacher can describe how students will make choices and take initiative
- ☐ When asked, the teacher can describe how learning will be extended

Resources:

Scale

Scale:

Innovating Applying Developing Beginning Not Using Not Applicable

Attention to Established Content Standards

The teacher ensures that lesson and unit plans are aligned with established content standards identified by the district and the manner in which that content should be sequenced.

Evidence:

Planning Evidence:

- ☐ Lesson and unit plans include important content identified by the district (scope)
- ☐ Lesson and unit plans include the appropriate manner in which materials should be taught (sequence) as identified by the district

Teacher Evidence:

- ☐ When asked, the teacher can identify or reference the important content (scope) identified by the district
- ☐ When asked, the teacher can describe the sequence of the content to be taught as identified by the district

Resources:

Scale

Scale:

Innovating Applying Developing Beginning Not Using Not Applicable

Planning and Preparing for Use of Resources and Technology

Use of Available Traditional Resources

The teacher identifies the available traditional resources (materials and human) for upcoming units and lessons.

Evidence:

Planning Evidence:

- ☐ The plan outlines resources within the classroom that will be used to enhance students' understanding of the content
- ☐ The plan outlines resources within the school that will be used enhance students' understanding of the content
- ☐ The plan outlines resources within the community that will be used to enhance students' understanding of the content

Teacher Evidence:

- ☐ When asked, the teacher can describe the resources within the classroom that will be used to enhance students' understanding of the content
- ☐ When asked, the teacher can describe resources within the school that will be used to enhance students' understanding of the content
- ☐ When asked, the teacher can describe resources within the community that will be used to enhance students' understanding of the content

Resources:

Scale

Scale:

Innovating Applying Developing Beginning Not Using Not Applicable

Use of Available Technology

The teacher identifies the use of available technology that can enhance students' understanding of content in a lesson or unit.

Evidence:

Planning Evidence:

- ☐ The plan identifies available technology that will be used:
  - Interactive whiteboards
  - Response systems
  - Voting technologies
  - One-to-one computers
  - Social networking sites
  - Blogs
  - Wikis
  - Discussion Boards
- ☐ The plan identifies how the technology will be used to enhance student learning

Teacher Evidence:

- ☐ When asked, the teacher can describe the technology that will be used
- ☐ When asked, the teacher can articulate how the technology will be used to enhance student learning

Resources:

Scale

Scale:

Innovating Applying Developing Beginning Not Using Not Applicable

Planning and Preparing for Special Needs of Students

Needs of English Language Learners

The teacher provides for the needs of English Language Learners (ELL) by identifying the adaptations that must be made within a lesson or unit.

Evidence:

Planning Evidence:

- ☐ The plan identifies the accommodations that must be made for individual ELL students or groups within a lesson
- ☐ The plan identifies the adaptations that must be made for individual ELL students or groups within a unit of instruction

Teacher Evidence:

- ☐ When asked, the teacher can describe the accommodations that must be made for individual ELL students or groups of students within a lesson
- ☐ When asked, the teacher can describe the adaptations that must be made for individual ELL students or groups of students within a unit of instruction

Resources:

Scale

Scale:

Innovating Applying Developing Beginning Not Using Not Applicable

Needs of Special Education Students

The teacher identifies the needs of special education students by providing accommodations and modifications that must be made for specific special education students.

Evidence:

Planning Evidence:

- ☐ The plan describes accommodations and modifications that must be made for individual special education students or groups of students according to the Individualized Education Program (IEP) for a lesson
- ☐ The plan describes the accommodations and modifications that must be made for individual special education students or groups of students according to the IEP for a unit of instruction

Teacher Evidence:

- ☐ When asked, the teacher can describe the specific accommodations that must be made for individual special education students or groups of students according to their IEP for a lesson
- ☐ When asked, the teacher can describe the specific accommodations and modifications that must be made for individual special education students or groups of students according to their IEP for a unit of instruction

Resources:

Scale

Scale:

Innovating Applying Developing Beginning Not Using Not Applicable

Needs of Students Who Lack Support for Schooling

The teacher identifies the needs of students who come from home environments that offer little support for schooling.

Evidence:

Planning Evidence:

- ☐ The plan provides for the needs of students who come from home environments that offer little support for schooling
- ☐ When assigning homework, the teacher takes into consideration the students' family resources
- ☐ When communicating with the home, the teacher takes into consideration family and language resources

Teacher Evidence:

- ☐ When asked, the teacher can articulate how the needs of students who come from home environments that offer little support for schooling will be addressed
- ☐ When asked, the teacher can articulate the ways in which the students' family resources will be addressed when assigning homework
- ☐ When asked, the teacher can articulate the ways in which communication with the home will take into consideration family and language resources

Resources:

Scale

Scale:

Innovating Applying Developing Beginning Not Using Not Applicable

Signatures

Observer Signature: _____ **Date:** _____

Learner Signature: _____ **Date:** _____

Domain 3: Reflecting on Teaching

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Evaluating Personal Performance

1. Identifying Areas of Pedagogical Strength and Weakness
2. Evaluating the Effectiveness of Individual Lessons and Units
3. Evaluating the Effectiveness of Specific Pedagogical Strategies and Behaviors

Developing and Implementing a Professional Growth Plan

4. Developing a Written Growth and Development Plan
5. Monitoring Progress Relative to the Professional Growth and Development Plan

Evaluating Personal Performance

Identifying Areas of Pedagogical Strength and Weakness

The teacher identifies specific strategies and behaviors on which to improve from Domain 1 (routine lesson segments, content lesson segments and segments that are enacted on the spot).

Evidence:

Teacher Evidence:

- ☐ The teacher identifies specific areas of strengths and weaknesses within Domain 1
- ☐ The teacher keeps track of specifically identified focus areas for improvement within Domain 1
- ☐ The teacher identifies and keeps track of specific areas identified based on teacher interest within Domain 1
- ☐ When asked, the teacher can describe how specific areas for improvement are identified within Domain 1

Resources:

Scale

Scale:

Innovating Applying Developing Beginning Not Using Not Applicable

Evaluating the Effectiveness of Individual Lessons and Units

The teacher determines how effective a lesson or unit of instruction was in terms of enhancing student achievement and identifies causes of success or difficulty.

Evidence:

Teacher Evidence:

- ☐ The teacher gathers and keeps records of his or her evaluations of individual lessons and units
- ☐ When asked, the teacher can explain the strengths and weaknesses of specific lessons and units
- ☐ When asked, the teacher can explain the alignment of the assessment tasks and the learning goals

When asked, the teacher can explain how the assessment tasks help track student progress toward the learning goals

Resources:

Scale

Scale:

Innovating Applying Developing Beginning Not Using Not Applicable

Evaluating the Effectiveness of Specific Pedagogical Strategies and Behaviors

The teacher determines the effectiveness of specific instructional techniques regarding the achievement of subgroups of students and identifies specific reasons for discrepancies.

Evidence:

Teacher Evidence:

- ☐ The teacher gathers and keeps evidence of the effects of specific classroom strategies and behaviors on specific categories of students (i.e., different socio-economic groups, different ethnic groups)
- ☐ The teacher provides a written analysis of specific causes of success or difficulty
- ☐ When asked, the teacher can explain the differential effects of specific classroom strategies and behaviors on specific categories of students

Resources:

Scale

Scale:

Innovating Applying Developing Beginning Not Using Not Applicable

Developing and Implementing a Professional Growth Plan

Developing a Written Growth and Development Plan

The teacher develops a written professional growth and development plan with specific and measurable goals, action steps, manageable timelines and appropriate resources.

Evidence:

Teacher Evidence:

- ☐ The teacher constructs a growth plan that outlines measurable goals, action steps, manageable timelines and appropriate resources
- ☐ When asked, the teacher can describe the professional growth plan using specific and measurable goals, action steps, manageable timelines and appropriate resources

Resources:

Scale

Scale:

Innovating Applying Developing Beginning Not Using Not Applicable

Monitoring Progress Relative to the Professional Growth and Development Plan

The teacher charts his or her progress toward goals using established action plans, milestones and timelines.

Evidence:

Teacher Evidence:

- ☐ The teacher constructs a plan that outlines a method for charting progress toward established goals supported by evidence (e.g., student achievement data, student work, student interviews, peer, self and observer feedback)
- ☐ When asked, the teacher can describe progress toward meeting the goals outlined in the plan supported by evidence (e.g., student achievement data, student work, student interviews, peer, self and observer feedback)

Resources:

Scale

Scale:

Innovating Applying Developing Beginning Not Using Not Applicable

Signatures

Observer Signature: _____ **Date:** _____

Learner Signature: _____ **Date:** _____

Domain 4: Collegiality and Professionalism

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Promoting a Positive Environment

1. Promoting Positive Interactions with Colleagues
2. Promoting Positive Interactions about Students and Parents

Promoting Exchange of Ideas and Strategies

3. Seeking Mentorship for Areas of Need or Interest
4. Mentoring Other Teachers and Sharing Ideas and Strategies

Promoting District and School Development

5. Adhering to District and School Rules and Procedures
6. Participating in District and School Initiatives

Promoting a Positive Environment

Promoting Positive Interactions with Colleagues

The teacher interacts with other teachers in a positive manner to promote and support student learning.

Evidence:

Teacher Evidence:

- ☐ The teacher works cooperatively with appropriate school personnel to address issues that impact student learning
- ☐ The teacher establishes working relationships that demonstrate integrity, confidentiality, respect, flexibility, fairness and trust
- ☐ The teacher accesses available expertise and resources to support students' learning needs
- ☐ When asked, the teacher can describe situations in which he or she interacts positively with colleagues to promote and support student learning
- ☐ When asked, the teacher can describe situations in which he or she helped extinguish negative conversations about other teachers

Resources:

Scale

Scale:

Innovating Applying Developing Beginning Not Using Not Applicable

Promoting Positive Interactions about Students and Parents

The teacher interacts with students and parents in a positive manner to foster learning and promote positive home/school relationships.

Evidence:

Teacher Evidence:

- ☐ The teacher fosters collaborative partnerships with parents to enhance student success in a manner that demonstrates integrity, confidentiality, respect, flexibility, fairness and trust
- ☐ The teacher ensures consistent and timely communication with parents regarding student expectations, progress and/or concerns
- ☐ The teacher encourages parent involvement in classroom and school activities
- ☐ The teacher demonstrates awareness and sensitivity to social, cultural and language backgrounds of families
- ☐ The teacher uses multiple means and modalities to communicate with families

- [ ] The teacher responds to requests for support, assistance and/or clarification promptly
- [ ] The teacher respects and maintains confidentiality of student/family information
- [ ] When asked, the teacher can describe instances when he or she interacted positively with students and parents
- [ ] When asked, students and parents can describe how the teacher interacted positively with them
- [ ] When asked, the teacher can describe situations in which he or she helped extinguish negative conversations about students and parents

Resources:

Scale

Scale:

Innovating Applying Developing Beginning Not Using Not Applicable

Promoting Exchange of Ideas and Strategies

Seeking Mentorship for Areas of Need or Interest

The teacher seeks help and input from colleagues regarding specific classroom strategies and behaviors.

Evidence:

Teacher Evidence:

- [ ] The teacher keeps track of specific situations during which he or she has sought mentorship from others
- [ ] The teacher actively seeks help and input in Professional Learning Community meetings
- [ ] The teacher actively seeks help and input from appropriate school personnel to address issues that impact instruction
- [ ] When asked, the teacher can describe how he or she seeks input from colleagues regarding issues that impact instruction

Resources:

Scale

Scale:

Innovating Applying Developing Beginning Not Using Not Applicable

Mentoring Other Teachers and Sharing Ideas and Strategies

The teacher provides other teachers with help and input regarding specific classroom strategies and behaviors.

Evidence:

Teacher Evidence:

- [ ] The teacher keeps tracks of specific situations during which he or she mentored other teachers
- [ ] The teacher contributes and shares expertise and new ideas with colleagues to enhance student learning in formal and informal ways
- [ ] The teacher serves as an appropriate role model (mentor, coach, presenter, researcher) regarding specific classroom strategies and behaviors
- [ ] When asked, the teacher can describe specific situations in which he or she has mentored colleagues

Resources:

Scale

Scale:

Innovating Applying Developing Beginning Not Using Not Applicable

Promoting District and School Development

Adhering to District and School Rules and Procedures

The teacher is aware of the district's and school's rules and procedures and adheres to them.

Evidence:

Teacher Evidence:

- ☐ The teacher performs assigned duties
- ☐ The teacher follows policies, regulations and procedures
- ☐ The teacher maintains accurate records (student progress, completion of assignments, non-instructional records)
- ☐ The teacher fulfills responsibilities in a timely manner
- ☐ The teacher understands legal issues related to students and families
- ☐ The teacher demonstrates personal integrity
- ☐ The teacher keeps track of specific situations in which he or she adheres to rules and procedures

Resources:

Scale

Scale:

Innovating Applying Developing Beginning Not Using Not Applicable

Participating in District and School Initiatives

The teacher is aware of the district's and school's initiatives and participates in them in accordance with his or her talents and availability.

Evidence:

Teacher Evidence:

- ☐ The teacher participates in school activities and events as appropriate to support students and families
- ☐ The teacher serves on school and district committees
- ☐ The teacher participates in staff development opportunities
- ☐ The teacher works to achieve school and district improvement goals
- ☐ The teacher keeps tracks of specific situations in which he or she has participated in school or district initiatives
- ☐ When asked, the teacher can describe or show evidence of his/her participation in district and school initiatives

Resources:

Scale

Scale:

Innovating Applying Developing Beginning Not Using Not Applicable

Signatures

Observer Signature: _____ **Date:** _____

Learner Signature: _____ **Date:** _____

Domain 1: Classroom Strategies and Behaviors

Domain 1 is based on the Art and Science of Teaching Framework and identifies the 41 elements or instructional categories that happen in the classroom. The 41 instructional categories are organized into 9 Design Questions (DQ) and further grouped into 3 Lesson Segments to define the Observation and Feedback Protocol. Copyright Robert J. Marzano

Lesson Segments Involving Routine Events

DQ1: Communicating Learning Goals and Feedback

1. Providing Clear Learning Goals and Scales (Rubrics)
2. Tracking Student Progress
3. Celebrating Success

Student Interview

DQ6: Establishing Rules and Procedures

4. Establishing Classroom Routines
5. Organizing the Physical Layout of the Classroom

Student Interview

Lesson Segments Addressing Content

DQ2: Helping Students Interact with New Knowledge

6. Identifying Critical Information
7. Organizing Students to Interact with New Knowledge
8. Previewing New Content
9. Chunking Content into "Digestible Bites"
10. Processing New Information
11. Elaborating on New Information
12. Recording and Representing Knowledge
13. Reflecting on Learning

Student Interview

DQ3: Helping Students Practice and Deepen New Knowledge

14. Reviewing Content
15. Organizing Students to Practice and Deepen Knowledge
16. Using Homework
17. Examining Similarities and Differences
18. Examining Errors in Reasoning
19. Practicing Skills, Strategies, and Processes
20. Revising Knowledge

Student Interview

DQ4: Helping Students Generate and Test Hypotheses

21. Organizing Students for Cognitively Complex Tasks
22. Engaging Students in Cognitively Complex Tasks Involving Hypothesis Generation and Testing
23. Providing Resources and Guidance

Student Interview

Lesson Segments Enacted on the Spot

DQ5: Engaging Students

24. Noticing when Students are not Engaged
25. Using Academic Games
26. Managing Response Rates
27. Using Physical Movement
28. Maintaining a Lively Pace
29. Demonstrating Intensity and Enthusiasm
30. Using Friendly Controversy
31. Providing Opportunities for Students to Talk about Themselves
32. Presenting Unusual or Intriguing Information

Student Interview

DQ7: Recognizing Adherence to Rules and Procedures

33. Demonstrating "Withitness"
34. Applying Consequences for Lack of Adherence to Rules and Procedures
35. Acknowledging Adherence to Rules and Procedures

Student Interview

DQ8: Establishing and Maintaining Effective Relationships with Students

36. Understanding Students' Interests and Background
37. Using Verbal and Nonverbal Behaviors that Indicate Affection for Students
38. Displaying Objectivity and Control

Student Interview

DQ9: Communicating High Expectations for All Students

39. Communicating Value and Respect for Low Expectancy Students
40. Asking Questions of Low Expectancy Students
41. Probing Incorrect Answers with Low Expectancy Students

Student Interview

Lesson Segments Involving Routine Events

DQ1: Communicating Learning Goals and Feedback

Providing Clear Learning Goals and Scales (Rubrics)

The teacher provides a clearly stated learning goal accompanied by scale or rubric that describes levels of performance relative to the learning goal.

Evidence:

Teacher Evidence:

- ☐ Teacher has a learning goal posted so that all students can see it
- ☐ The learning goal is a clear statement of knowledge or information as opposed to an activity or assignment
- ☐ Teacher makes reference to the learning goal throughout the lesson
- ☐ Teacher has a scale or rubric that relates to the learning goal posted so that all students can see it
- ☐ Teacher makes reference to the scale or rubric throughout the lesson

Student Evidence:

- ☐ When asked, students can explain the learning goal for the lesson
- ☐ When asked, students can explain how their current activities relate to the learning goal
- ☐ When asked, students can explain the meaning of the levels of performance articulated in the scale or rubric

Resources:

Scale | Reflection Questions | Video

Scale:

Innovating Applying Developing Beginning Not Using Not Applicable

Tracking Student Progress

The teacher facilitates tracking of student progress on one or more learning goals using a formative approach to assessment.

Evidence:

Teacher Evidence:

- ☐ Teacher helps student track their individual progress on the learning goal
- ☐ Teacher uses formal and informal means to assign scores to students on the scale or rubric depicting student status on the learning goal
- ☐ Teacher charts the progress of the entire class on the learning goal

Student Evidence:

- ☐ When asked, students can describe their status relative to the learning goal using the scale or rubric
- ☐ Students systematically update their status on the learning goal

Resources:

Scale | Reflection Questions | Video

Scale:

Innovating Applying Developing Beginning Not Using Not Applicable

Celebrating Success

The teacher provides students with recognition of their current status and their knowledge gain relative to the learning goal.

Evidence:

Teacher Evidence:

- ☐ Teacher acknowledges students who have achieved a certain score on the scale or rubric
- ☐ Teacher acknowledges students who have made gains in their knowledge and skill relative to the learning goal
- ☐ Teacher acknowledges and celebrates the final status and progress of the entire class
- ☐ Teacher uses a variety of ways to celebrate success
  - Show of hands
  - Certification of success
  - Parent notification
  - Round of applause

Student Evidence:

- ☐ Students show signs of pride regarding their accomplishments in the class
- ☐ When asked, students say they want to continue to make progress

Resources:

Scale | Reflection Questions | Video

Scale:

Innovating Applying Developing Beginning Not Using Not Applicable

Student Interview

Student Questions

Student Interview

- What learning goal did today's lesson focus on?
- How well are you doing on that learning goal?
- Describe the different levels you can be at on the learning goal.

DQ6: Establishing Rules and Procedures

Establishing Classroom Routines

The teacher reviews expectations regarding rules and procedures to ensure their effective execution.

Evidence:

Teacher Evidence:

- ☐ Teacher involves students in designing classroom routines
- ☐ Teacher uses classroom meetings to review and process rules and procedures
- ☐ Teacher reminds students of rules and procedures
- ☐ Teacher asks students to restate or explain rules and procedures
- ☐ Teacher provides cues or signals when a rule or procedure should be used

Student Evidence:

- ☐ Students follow clear routines during class
- ☐ When asked, students can describe established rules and procedures
- ☐ When asked, students describe the classroom as an orderly place
- ☐ Students recognize cues and signals by the teacher
- ☐ Students regulate their own behavior

Resources:

Scale | Reflection Questions | Video

Scale:

Innovating Applying Developing Beginning Not Using Not Applicable

Organizing the Physical Layout of the Classroom

The teacher organizes the physical layout of the classroom to facilitate movement and focus on learning.

Evidence:

Teacher Evidence:

- ☐ The physical layout of the classroom has clear traffic patterns
- ☐ The physical layout of the classroom provides easy access to material and centers
- ☐ The classroom is decorated in a way that enhances student learning:
  - Bulletin boards relate to current content
  - Students work is displayed

Student Evidence:

- ☐ Students move easily about the classroom
- ☐ Students make use of materials and learning centers
- ☐ Students attend to examples of their work that are displayed
- ☐ Students attend to information on the bulletin boards
- ☐ Students can easily focus on instruction

Resources:

Scale | Reflection Questions | Video

Scale:

Innovating Applying Developing Beginning Not Using Not Applicable

Student Interview

Student Questions

Student Interview

- What are the regular rules and procedures you are expected to follow in class?
- How well do you do at following the rules and procedures and why?

Lesson Segments Addressing Content

DQ2: Helping Students Interact with New Knowledge

Identifying Critical Information

The teacher identifies a lesson or part of a lesson as involving important information to which students should pay particular attention.

Evidence:

Teacher Evidence:

- ☐ Teacher begins the lesson by explaining why upcoming content is important
- ☐ Teacher tells students to get ready for some important information
- ☐ Teacher cues the importance of upcoming information in some indirect fashion
  - Tone of voice
  - Body position
  - Level of excitement

Student Evidence:

- ☐ When asked, students can describe the level of importance of the information addressed in class
- ☐ When asked, students can explain why the content is important to pay attention to
- ☐ Students visibly adjust their level of engagement

Resources:

Scale | Reflection Questions | Video

Scale:

Innovating Applying Developing Beginning Not Using Not Applicable

Organizing Students to Interact with New Knowledge

The teacher organizes students into small groups to facilitate the processing of new information.

Evidence:

Teacher Evidence:

- ☐ Teacher has established routines for student grouping and student interaction in groups
- ☐ Teacher organizes students into ad hoc groups for the lesson
  - Diads
  - Triads
  - Small groups up to about 5

Student Evidence:

- ☐ Students move to groups in an orderly fashion
- ☐ Students appear to understand expectations about appropriate behavior in groups
  - Respect opinions of others
  - Add their perspective to discussions
  - Ask and answer questions

Resources:

Scale | Reflection Questions | Video

Scale:

Innovating Applying Developing Beginning Not Using Not Applicable

Previewing New Content

The teacher engages students in activities that help them link what they already know to the new content about to be addressed and facilitates these linkages.

Evidence:

Teacher Evidence:

- ☐ Teacher uses preview question before reading
- ☐ Teacher uses K-W-L strategy or variation of it
- ☐ Teacher asks or reminds students what they already know about the topic
- ☐ Teacher provides an advanced organizer
  - Outline
  - Graphic organizer
- ☐ Teacher has students brainstorm
- ☐ Teacher uses anticipation guide
- ☐ Teacher uses motivational hook/launching activity
  - Anecdotes
  - Short selection from video
- ☐ Teacher uses word splash activity to connect vocabulary to upcoming content

Student Evidence:

- ☐ When asked, student can explain linkages with prior knowledge
- ☐ When asked, students make predictions about upcoming content
- ☐ When asked, students can provide a purpose for what they are about to learn
- ☐ Students actively engage in previewing activities

Resources:

Scale | Reflection Questions | Video

Scale:

Innovating Applying Developing Beginning Not Using Not Applicable

Chunking Content into "Digestible Bites"

Based on student needs, the teacher breaks the content into small chunks (i.e. digestible bites) of information that can be easily processed by students.

Evidence:

Teacher Evidence:

- ☐ Teacher stops at strategic points in a verbal presentation
- ☐ While playing a video tape, the teacher turns the tape off at key junctures
- ☐ While providing a demonstration, the teacher stops at strategic points
- ☐ While students are reading information or stories orally as a class, the teacher stops at strategic points

Student Evidence:

- ☐ When asked, students can explain why the teacher is stopping at various points
- ☐ Students appear to know what is expected of them when the teacher stops at strategic points

Resources:

Scale | Reflection Questions | Video

Scale:

Innovating Applying Developing Beginning Not Using Not Applicable

Processing New Information

During breaks in the presentation of content, the teacher engages students in actively processing new information.

Evidence:

Teacher Evidence:

- ☐ Teacher has group members summarize new information
- ☐ Teacher employs formal group processing strategies
  - Jigsaw
  - Reciprocal Teaching
  - Concept attainment

Student Evidence:

- ☐ When asked, students can explain what they have just learned
- ☐ Students volunteer predictions
- ☐ Students voluntarily ask clarification questions
- ☐ Groups are actively discussing the content
  - Group members ask each other and answer questions about the information
  - Group members make predictions about what they expect next

Resources:

Scale | Reflection Questions | Video

Scale:

Innovating Applying Developing Beginning Not Using Not Applicable

Elaborating on New Information

The teacher asks question or engages students in activities that require elaborative inferences that go beyond what was explicitly taught.

Evidence:

Teacher Evidence:

- ☐ Teacher asks explicit questions that require students to make elaborative inferences about the content
- ☐ Teacher asks students to explain and defend their inferences
- ☐ Teacher presents situations or problems that require inferences

Student Evidence:

- ☐ Students volunteer answers to inferential questions
- ☐ Students provide explanations and "proofs" for inferences

Resources:

Scale | Reflection Questions | Video

Scale:

Innovating Applying Developing Beginning Not Using Not Applicable

Recording and Representing Knowledge

The teacher engages students in activities that help them record their understanding of new content in linguistic ways and/or represent the content in nonlinguistic ways.

Evidence:

Teacher Evidence:

- ☐ Teacher asks students to summarize the information they have learned
- ☐ Teacher asks students to generate notes that identify critical information in the content
- ☐ Teacher asks students to create nonlinguistic representations for new content
  - Graphic organizers
  - Pictures
  - Pictographs
  - Flow charts
- ☐ Teacher asks students to create mnemonics that organize the content

Student Evidence:

- ☐ Students' summaries and notes include critical content
- ☐ Students' nonlinguistic representation include critical content
- ☐ When asked, students can explain main points of the lesson

Resources:

Scale | Reflection Questions | Video

Scale:

Innovating Applying Developing Beginning Not Using Not Applicable

Reflecting on Learning

The teacher engages students in activities that help them reflect on their learning and the learning process.

Evidence:

Teacher Evidence:

- ☐ Teacher asks students to state or record what they are clear about and what they are confused about
- ☐ Teacher asks students to state or record how hard they tried
- ☐ Teacher asks students to state or record what they might have done to enhance their learning

Student Evidence:

- ☐ When asked, students can explain what they are clear about and what they are confused about
- ☐ When asked, students can describe how hard they tried
- ☐ When asked, students can explain what they could have done to enhance their learning

Resources:

Scale | Reflection Questions | Video

Scale:

Innovating Applying Developing Beginning Not Using Not Applicable

Student Interview

Student Questions

Student Interview

- Why is the information that you are learning today important?
- How do you know what are the most important things to pay attention to?
- What are the main points of this lesson?

DQ3: Helping Students Practice and Deepen New Knowledge

Reviewing Content

The teacher engages students in a brief review of content that highlights the critical information.

Evidence:

Teacher Evidence:

- ☐ Teacher begins the lesson with a brief review of content

- [ ] Teacher uses specific strategies to review information
  - Summary
  - Problem that must be solved using previous information
  - Questions that require a review of content
  - Demonstration
  - Brief practice test or exercise

Student Evidence:

- [ ] When asked, students can describe the previous content on which new lesson is based
- [ ] Student responses to class activities indicate that they recall previous content

Resources:

Scale | Reflection Questions | Video

Scale:

Innovating Applying Developing Beginning Not Using Not Applicable

Organizing Students to Practice and Deepen Knowledge

The teacher uses grouping in ways that facilitate practicing and deepening knowledge.

Evidence:

Teacher Evidence:

- [ ] Teacher organizes students into groups with the expressed idea of deepening their knowledge of informational content
- [ ] Teacher organizes students into groups with the expressed idea of practicing a skill, strategy, or process

Student Evidence:

- [ ] When asked, students explain how the group work supports their learning
- [ ] While in groups students interact in explicit ways to deepen their knowledge of informational content or, practice a skill, strategy, or process
  - Asking each other questions
  - Obtaining feedback from their peers

Resources:

Scale | Reflection Questions | Video

Scale:

Innovating Applying Developing Beginning Not Using Not Applicable

Using Homework

When appropriate (as opposed to routinely) the teacher designs homework to deepen students' knowledge of informational content or, practice a skill, strategy, or process.

Evidence:

Teacher Evidence:

- [ ] Teacher communicates a clear purpose for homework
- [ ] Teacher extends an activity that was begun in class to provide students with more time

- [ ] Teacher assigns a well crafted homework assignment that allows students to practice and deepen their knowledge independently

Student Evidence:

- [ ] When asked, students can describe how the homework assignment will deepen their understanding of informational content or, help them practice a skill, strategy, or process
- [ ] Students ask clarifying questions of the homework that help them understand its purpose

Resources:

Scale | Reflection Questions | Video

Scale:

Innovating Applying Developing Beginning Not Using Not Applicable

Examining Similarities and Differences

When the content is informational, the teacher helps students deepen their knowledge by examining similarities and differences.

Evidence:

Teacher Evidence:

- [ ] Teacher engages students in activities that require students to examine similarities and differences between content
  - Comparison activities
  - Classifying activities
  - Analogy activities
  - Metaphor activities
- [ ] Teacher facilitates the use of these activities to help students deepen their understanding of content
  - Ask students to summarize what they have learned from the activity
  - Ask students to explain how the activity has added to their understanding

Student Evidence:

- [ ] Student artifacts indicate that their knowledge has been extended as a result of the activity
- [ ] When asked about the activity, student responses indicate that they have deepened their understanding
- [ ] When asked, students can explain similarities and differences
- [ ] Student artifacts indicate that they can identify similarities and differences

Resources:

Scale | Reflection Questions | Video

Scale:

Innovating Applying Developing Beginning Not Using Not Applicable

Examining Errors in Reasoning

When content is informational, the teacher helps students deepen their knowledge by examining their own reasoning or the logic of the information as presented to them.

Evidence:

Teacher Evidence:

- [ ] Teacher asks students to examine information for errors or informal fallacies

- Faulty logic
- Attacks
- Weak reference
- Misinformation

☐ Teacher asks students to examine the strength of support presented for a claim

- Statement of a clear claim
- Evidence for the claim presented
- Qualifiers presented showing exceptions to the claim

Student Evidence:

☐ When asked, students can describe errors or informal fallacies in information

☐ When asked, students can explain the overall structure of an argument presented to support a claim

☐ Student artifacts indicate that they can identify errors in reasoning

Resources:

Scale | Reflection Questions | Video

Scale:

Innovating Applying Developing Beginning Not Using Not Applicable

Practicing Skills, Strategies, and Processes

When the content involves a skill, strategy, or process, the teacher engages students in practice activities that help them develop fluency.

Evidence:

Teacher Evidence:

☐ Teacher engages students in massed and distributed practice activities that are appropriate to their current ability to execute a skill, strategy, or process

- Guided practice if students cannot perform the skill, strategy, or process independently
- Independent practice if students can perform the skill, strategy, or process independently

Student Evidence:

☐ Students perform the skill, strategy, or process with increased confidence

☐ Students perform the skill, strategy, or process with increased competence

Resources:

Scale | Reflection Questions | Video

Scale:

Innovating Applying Developing Beginning Not Using Not Applicable

Revising Knowledge

The teacher engages students in revision of previous knowledge about content addressed in previous lessons.

Evidence:

Teacher Evidence:

☐ Teacher asks students to examine previous entries in their academic notebooks or notes

- ☐ The teacher engages the whole class in an examination of how the current lesson changed perceptions and understandings of previous content
- ☐ Teacher has students explain how their understanding has changed

Student Evidence:

- ☐ Students make corrections to information previously recorded about content
- ☐ When asked, students can explain previous errors or misconceptions they had about content

Resources:

Scale | Reflection Questions

Scale:

Innovating Applying Developing Beginning Not Using Not Applicable

Student Interview

Student Questions

Student Interview

- How did this lesson add to your understanding of the content?
- What changes did you make in your understanding of the content as a result of the lesson?
- What do you still need to understand better?

DQ4: Helping Students Generate and Test Hypotheses

Organizing Students for Cognitively Complex Tasks

The teacher organizes the class in such a way as to facilitate students working on complex tasks that require them to generate and test hypotheses.

Evidence:

Teacher Evidence:

- ☐ Teacher establishes the need to generate and test hypotheses
- ☐ Teacher organizes students into groups to generate and test hypotheses

Student Evidence:

- ☐ When asked, students describe the importance of generating and testing hypotheses about content
- ☐ When asked, students explain how groups support their learning
- ☐ Students use group activities to help them generate and test hypotheses

Resources:

Scale | Reflection Questions | Video

Scale:

Innovating Applying Developing Beginning Not Using Not Applicable

Engaging Students in Cognitively Complex Tasks Involving Hypothesis Generation and Testing

The teacher engages students in complex tasks (e.g. decision making, problem solving, experimental inquiry, investigation) that require them to generate and test hypotheses.

Evidence:

Teacher Evidence:

- ☐ Teacher engages students with an explicit decision making, problem solving, experimental inquiry, or investigation task that requires them to generate and test hypotheses
- ☐ Teacher facilitates students generating their own individual or group task that requires them to generate and test hypotheses

Student Evidence:

- ☐ Students are clearly working on tasks that require them to generate and test hypotheses
- ☐ When asked, students can explain the hypothesis they are testing
- ☐ When asked, students can explain whether their hypothesis was confirmed or disconfirmed
- ☐ Student artifacts indicate that they can engage in decision making, problem solving, experiential inquiry, or investigation

Resources:

Scale | Reflection Questions | Video

Scale:

Innovating Applying Developing Beginning Not Using Not Applicable

Providing Resources and Guidance

The teacher acts as resource provider and guide as students engage in cognitively complex tasks.

Evidence:

Teacher Evidence:

- ☐ Teacher makes himself/herself available to students who need guidance or resources
  - Circulates around the room
  - Provides easy access to himself/herself
- ☐ Teacher interacts with students during the class to determine their needs for hypothesis generating and testing tasks
- ☐ Teacher volunteers resources and guidance as needed by the entire class, groups of students, or individual students

Student Evidence:

- ☐ Students seek out the teacher for advice and guidance regarding hypothesis generation and testing tasks
- ☐ When asked, students can explain how the teacher provides assistance and guidance in hypothesis generation and testing tasks

Resources:

Scale | Reflection Questions | Video

Scale:

Innovating Applying Developing Beginning Not Using Not Applicable

Student Interview

Student Questions

Student Interview

- How did this lesson help you apply or use what you have learned?
- What change has this lesson made about your understanding of the content?

Lesson Segments Enacted on the Spot

DQ5: Engaging Students

Noticing when Students are not Engaged

The teacher scans the room making note of when students are not engaged and takes overt action.

Evidence:

Teacher Evidence:

- ☐ Teacher notices when specific students or groups of students are not engaged
- ☐ Teacher notices when the energy level in the room is low
- ☐ Teacher takes action to re-engage students

Student Evidence:

- ☐ Students appear aware of the fact that the teacher is taking note of their level of engagement
- ☐ Students try to increase their level of engagement when prompted
- ☐ When asked, students explain that the teacher expects high levels of engagement

Resources:

Scale | Reflection Questions | Video

Scale:

Innovating Applying Developing Beginning Not Using Not Applicable

Using Academic Games

The teacher uses academic games and inconsequential competition to maintain student engagement.

Evidence:

Teacher Evidence:

- ☐ Teacher uses structured games such as Jeopardy, Family Feud, and the like
- ☐ Teacher develops impromptu games such as making a game out of which answer might be correct for a given question
- ☐ Teacher uses friendly competition along with classroom games

Student Evidence:

- ☐

Students engage in the games with some enthusiasm

- [ ] When asked, students can explain how the games keep their interest and help them learn or remember content

Resources:

Scale | Reflection Questions | Video

Scale:

Innovating Applying Developing Beginning Not Using Not Applicable

Managing Response Rates

The teacher uses response rate techniques to maintain student engagement in questions.

Evidence:

Teacher Evidence:

- [ ] Teacher uses wait time
- [ ] Teacher uses response cards
- [ ] Teacher has students use hand signals to respond to questions
- [ ] Teacher uses choral response
- [ ] Teacher uses technology to keep track of students' responses
- [ ] Teacher uses response chaining

Student Evidence:

- [ ] Multiple students or the entire class responds to questions posed by the teacher
- [ ] When asked, students can describe their thinking about specific questions posed by the teacher

Resources:

Scale | Reflection Questions | Video

Scale:

Innovating Applying Developing Beginning Not Using Not Applicable

Using Physical Movement

The teacher uses physical movement to maintain student engagement.

Evidence:

Teacher Evidence:

- [ ] Teacher has students stand up and stretch or related activities when their energy is low
- [ ] Teacher uses activities that require students to physically move to respond to questions
  - Vote with your feet
  - Go to the part of the room that represents the answer you agree with
- [ ] Teacher has students physically act out or model content to increase energy and engagement
- [ ] Teacher uses give-one-get-one activities that require students to move about the room

Student Evidence:

Students engage in the physical activities designed by the teacher

- [ ] When asked, students can explain how the physical movement keeps their interest and helps them learn

Resources:

Scale | Reflection Questions | Video

Scale:

Innovating Applying Developing Beginning Not Using Not Applicable

Maintaining a Lively Pace

The teacher uses pacing techniques to maintain students' engagement.

Evidence:

Teacher Evidence:

- [ ] Teacher employs crisp transitions from one activity to another
- [ ] Teacher alters pace appropriately (i.e. speeds up and slows down)

Student Evidence:

- [ ] Students quickly adapt to transitions and re-engage when a new activity is begun
- [ ] When asked about the pace of the class, students describe it as not too fast or not too slow

Resources:

Scale | Reflection Questions | Video

Scale:

Innovating Applying Developing Beginning Not Using Not Applicable

Demonstrating Intensity and Enthusiasm

The teacher demonstrates intensity and enthusiasm for the content in a variety of ways.

Evidence:

Teacher Evidence:

- [ ] Teacher describes personal experiences that relate to the content
- [ ] Teacher signals excitement for content by:
  - Physical gestures
  - Voice tone
  - Dramatization of information
- [ ] Teacher overtly adjusts energy level

Student Evidence:

- [ ] When asked, students say that the teacher "likes the content" and "likes teaching"
- [ ] Students' attention levels increase when the teacher demonstrates enthusiasm and intensity for the content

Resources:

Scale | Reflection Questions | Video

Scale:

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Using Friendly Controversy

The teacher uses friendly controversy techniques to maintain student engagement.

Evidence:

Teacher Evidence:

- ☐ Teacher structures mini-debates about the content
- ☐ Teacher has students examine multiple perspectives and opinions about the content
- ☐ Teacher elicits different opinions on content from members of the class

Student Evidence:

- ☐ Students engage in friendly controversy activities with enhanced engagement
- ☐ When asked, students describe friendly controversy activities as "stimulating," "fun," and so on
- ☐ When asked, students explain how a friendly controversy activity helped them better understand the content

Resources:

Scale | Reflection Questions | Video

Scale:

Innovating Applying Developing Beginning Not Using Not Applicable

Providing Opportunities for Students to Talk about Themselves

The teacher provides students with opportunities to relate what is being addressed in class to their personal interests.

Evidence:

Teacher Evidence:

- ☐ Teacher is aware of student interests and makes connections between these interests and class content
- ☐ Teacher structures activities that ask students to make connections between the content and their personal interests
- ☐ When students are explaining how content relates to their personal interests, the teacher appears encouraging and interested

Student Evidence:

- ☐ Students engage in activities that require them to make connections between their personal interests and the content
- ☐ When asked, students explain how making connections between content and their personal interests engages them and helps them better understand the content

Resources:

Scale | Reflection Questions | Video

Scale:

Innovating Applying Developing Beginning Not Using Not Applicable

Presenting Unusual or Intriguing Information

The teacher uses unusual or intriguing information about the content in a manner that enhances student engagement.

Evidence:

Teacher Evidence:

- ☐ Teacher systematically provides interesting facts and details about the content
- ☐ Teacher encourages students to identify interesting information about the content
- ☐ Teacher engages students in activities like "Believe it or not" about the content
- ☐ Teacher uses guest speakers to provide unusual information about the content

Student Evidence:

- ☐ Students' attention increases when unusual information is presented about the content
- ☐ When asked, students explain how the unusual information makes them more interested in the content

Resources:

Scale | Reflection Questions | Video

Scale:

Innovating Applying Developing Beginning Not Using Not Applicable

Student Interview

Student Questions

Student Interview

- How engaged were you in this lesson?
- What are some things that keep your attention?
- What are some things that made you bored?

DQ7: Recognizing Adherence to Rules and Procedures

Demonstrating "Withitness"

The teacher uses behaviors associated with "withitness" to maintain adherence to rules and procedures.

Evidence:

Teacher Evidence:

- ☐ Teacher physically occupies all quadrants of the room
- ☐ Teacher scans the entire room making eye contact with all students
- ☐ Teacher recognizes potential sources of disruption and deals with them immediately
- ☐ Teacher proactively addresses inflammatory situations

Student Evidence:

- ☐ Students recognize that the teacher is aware of their behavior
- ☐

When asked, students describe the teacher as "aware of what is going on" or "has eyes on the back of his/her head"

Resources:

Scale | Reflection Questions | Video

Scale:

Innovating Applying Developing Beginning Not Using Not Applicable

Applying Consequences for Lack of Adherence to Rules and Procedures

The teacher applies consequences for not following rules and procedures consistently and fairly.

Evidence:

Teacher Evidence:

- ☐ Teacher provides nonverbal signals when students' behavior is not appropriate
  - Eye contact
  - Proximity
  - Tap on the desk
  - Shaking head, no
- ☐ Teacher provides verbal signals when students' behavior is not appropriate
  - Tells students to stop
  - Tells students that their behavior is in violation of a rule or procedure
- ☐ Teacher uses group contingency consequences when appropriate (i.e. whole group must demonstrate a specific behavior)
- ☐ Teacher involves the home when appropriate (i.e. makes a call home to parents to help extinguish inappropriate behavior)
- ☐ Teacher uses direct cost consequences when appropriate (e.g. student must fix something he or she has broken)

Student Evidence:

- ☐ Students cease inappropriate behavior when signaled by the teacher
- ☐ Students accept consequences as part of the way class is conducted
- ☐ When asked, students describe the teacher as fair in application of rules

Resources:

Scale | Reflection Questions | Video

Scale:

Innovating Applying Developing Beginning Not Using Not Applicable

Acknowledging Adherence to Rules and Procedures

The teacher consistently and fairly acknowledges adherence to rules and procedures.

Evidence:

Teacher Evidence:

- ☐ Teacher provides nonverbal signals that a rule or procedure has been followed:
  - Smile
  - Nod of head

- High Five

☐ Teacher gives verbal cues that a rule or procedure has been followed:

- Thanks students for following a rule or procedure
- Describes student behaviors that adhere to rule or procedure

☐ Teacher notifies the home when a rule or procedure has been followed

☐ Teacher uses tangible recognition when a rule or procedure has been followed:

- Certificate of merit
- Token economies

Student Evidence:

☐ Students appear appreciative of the teacher acknowledging their positive behavior

☐ When asked, students describe teacher as appreciative of their good behavior

☐ The number of students adhering to rules and procedure increases

Resources:

Scale | Reflection Questions | Video

Scale:

Innovating Applying Developing Beginning Not Using Not Applicable

Student Interview

Student Questions

Student Interview

- How well did you do at following classroom rules and procedures during this lesson?
- What are some things that helped you follow the rules and procedures?
- What are some things that didn't help you follow the rules and procedures?

DQ8: Establishing and Maintaining Effective Relationships with Students

Understanding Students' Interests and Background

The teacher uses students' interests and background to produce a climate of acceptance and community.

Evidence:

Teacher Evidence:

☐ Teacher has side discussions with students about events in their lives

☐ Teacher has discussions with students about topics in which they are interested

☐ Teacher builds student interests into lessons

Student Evidence:

☐ When asked, students describe the teacher as someone who knows them and/or is interested in them

☐ Students respond when teacher demonstrates understanding of their interests and background

☐ When asked, students say they feel accepted

Resources:

Scale | Reflection Questions | Video

Scale:

Innovating Applying Developing Beginning Not Using Not Applicable

Using Verbal and Nonverbal Behaviors that Indicate Affection for Students

When appropriate the teacher uses verbal and nonverbal behavior that indicates caring for students.

Evidence:

Teacher Evidence:

- ☐ Teacher compliments students regarding academic and personal accomplishments
- ☐ Teacher engages in informal conversations with students that are not related to academics
- ☐ Teacher uses humor with students when appropriate
- ☐ Teacher smiles, nods, (etc) at students when appropriate
- ☐ Teacher puts hand on students' shoulders when appropriate

Student Evidence:

- ☐ When asked, students describe teacher as someone who cares for them
- ☐ Students respond to teacher's verbal interactions
- ☐ Students respond to teacher's nonverbal interactions

Resources:

Scale | Reflection Questions | Video

Scale:

Innovating Applying Developing Beginning Not Using Not Applicable

Displaying Objectivity and Control

The teacher behaves in an objective and controlled manner.

Evidence:

Teacher Evidence:

- ☐ Teacher does not exhibit extremes in positive or negative emotions
- ☐ Teacher addresses inflammatory issues and events in a calm and controlled manner
- ☐ Teacher interacts with all students in the same calm and controlled fashion
- ☐ Teacher does not demonstrate personal offense at student misbehavior

Student Evidence:

- ☐ Students are settled by the teacher's calm demeanor
- ☐ When asked, students describe the teacher as in control of himself/herself and in control of the class
- ☐ When asked, students say that the teacher does not hold grudges or take things personally

Resources:

Scale | Reflection Questions | Video

Scale:

Innovating Applying Developing Beginning Not Using Not Applicable

Student Interview

Student Questions

Student Interview

- How much did you feel accepted and welcomed in the class today?
- What are some things that made you feel accepted and welcomed?
- What are some things that did not make you feel accepted and welcomed?

DQ9: Communicating High Expectations for All Students

Communicating Value and Respect for Low Expectancy Students

The teacher exhibits behaviors that demonstrate value and respect for low expectancy students.

Evidence:

Teacher Evidence:

- ☐ When asked, the teacher can identify the students for whom there have been low expectations and the various ways in which these students have been treated differently from high expectancy students
- ☐ The teacher provides low expectancy students with nonverbal indications that they are valued and respected:
  - Makes eye contact
  - Smiles
  - Makes appropriate physical contact
- ☐ The teacher provides low expectancy students with verbal indications that they are valued and respected:
  - Playful dialogue
  - Addressing students in a manner they view as respectful
- ☐ Teacher does not allow negative comments about low expectancy students

Student Evidence:

- ☐ When asked, students say that the teacher cares for all students
- ☐ Students treat each other with respect

Resources:

Scale | Reflection Questions

Scale:

Innovating Applying Developing Beginning Not Using Not Applicable

Asking Questions of Low Expectancy Students

The teacher asks questions of low expectancy students with the same frequency and depth as with high expectancy students.

Evidence:

Teacher Evidence:

- ☐ Teacher makes sure low expectancy students are asked questions at the same rate as high expectancy students
- ☐ Teacher makes sure low expectancy students are asked complex questions at the same rate as high expectancy students

Student Evidence:

- ☐ When asked, students say the teacher expects everyone to participate
- ☐ When asked, students say the teacher asks difficult questions of everyone

Resources:

Scale | Reflection Questions

Scale:

Innovating Applying Developing Beginning Not Using Not Applicable

Probing Incorrect Answers with Low Expectancy Students

The teacher probes incorrect answers of low expectancy students in the same manner as he/she does with high expectancy students.

Evidence:

Teacher Evidence:

- ☐ Teacher asks low expectancy students to further explain their answers when they are incorrect
- ☐ Teacher rephrases questions for low expectancy students when they provide an incorrect answer
- ☐ Teacher breaks a question into smaller and simpler parts when a low expectancy student answers a questions incorrectly
- ☐ When low expectancy students demonstrate frustration the teacher allows them to collect their thoughts but goes back to them at a later point in time

Student Evidence:

- ☐ When asked, students say that the teacher won't "let you off the hook"
- ☐ When asked, students say that the teacher "won't give up on you"
- ☐ When asked, students say the teacher helps them answer questions successfully

Resources:

Scale | Reflection Questions

Scale:

Innovating Applying Developing Beginning Not Using Not Applicable

Student Interview

Student Questions

Student Interview

- How much were you challenged during today's lesson?

- What are some things that challenged you during today's lesson?

Signatures

Observer Signature: _____ **Date:** _____

Learner Signature: _____ **Date:** _____