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AGREEMENT

between

THE BOARD OF EDUCATION
OF THE SCHOOL DISTRICT
OF THE CITY OF OREGON

and the

OREGON CITY
FEDERATION OF TEACHERS
LOCAL 1080
AMERICAN FEDERATION
OF TEACHERS, AFL-CIO

June 29, 2011 - July 31, 2014



SIGNATURE PAGE

AGREEMENT

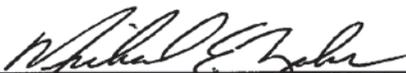
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OF THE SCHOOL DISTRICT
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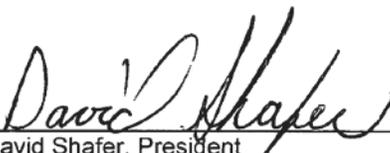
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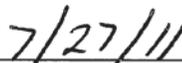
Michael E. Zalar, Superintendent
For the Oregon City Board of Education



David Shafer, President
For the Oregon City Federation of
Teachers



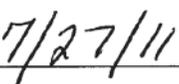
Jane Fruth, Treasurer
For the Oregon City Board of Education



Date



Eric Heintschel, President
For the Oregon City Board of Education



Date

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AGREEMENT
OREGON CITY SCHOOLS
5721 Seaman Road
Oregon, Ohio 43616

Adopted by the Oregon City School District Board of Education (“Board”) on June 29, 2011.
Negotiated with the Oregon City Federation of Teachers, Local 1080 (“OCFT”).

PREAMBLE

WHEREAS, the success of the educational program in the Oregon City Schools is dependent on good working relations between the Board and OCFT; and

THEREFORE BE IT RESOLVED that the following terms and conditions of employment be adopted:

I. OCFT RECOGNITION

A. Exclusive Bargaining Rights

The Board recognizes the OCFT as the sole and exclusive representative of the teachers in matters concerning salaries and other terms and conditions of employment in accordance with R.C. Chapter 4117. The Memorandum of Understanding entered into between the Board and OCFT on May 31, 2011, is attached hereto and incorporated herein in the Appendix.

B. Scheduled Release Time for the OCFT President and/or Grievance Chairperson

Scheduled release time of up to ten (10) periods per week, or the equivalent amount of that time, for the OCFT President, and release time up to three (3) periods per week, or the equivalent amount of that time, for the Grievance Chairperson, shall be established regarding joint problem solving and contract implementation. Schedule of said time shall be mutually agreed by the Superintendent, building/department administrator, and individuals involved.

C. Building Representation

The principals shall recognize as the official representatives of the OCFT three (3) building representatives and one (1) alternate at the high school, and only one (1)

representative and one (1) alternate at the other schools. The principals shall be expected to make reasonable arrangements so that the elected OCFT representatives may carry out their responsibilities. The principal of the school shall meet at least once a month with the building representative or the alternate at the elementary and middle school level. The high school principals shall meet at least once a month with representatives at the high school level. The aforementioned monthly meetings shall be held at the request of either party.

D. Participation in a Teacher Professional Organization

Participation in contribution to State Teachers Retirement System (“STRS”) for service to a Teacher Professional Organization (“TPO”)

1. Elected officers and standing committee chairpersons serving the OCFT shall be eligible to participate in a TPO as authorized by R.C. 3307.01.
2. The full salaries of all eligible individuals shall be sent to the Board Treasurer no later than the first week of December by the OCFT. A separate check equaling the employer contribution shall also be sent to the Board Treasurer at the same time by the OCFT.
3. The payment for service to a TPO, after proper deductions, shall be included in the last check in December from the Oregon City Schools.

E. Teacher Definition

1. For the purposes of this Agreement, a teacher shall be defined as a certificated or licensed individual, employed by the Board, with a regular assignment in a classroom or educational setting. The Memorandum of Understanding entered into between the Board and OCFT on May 31, 2011, is attached hereto and incorporated herein in the Appendix.
2. Full time teaching shall be defined as seven (7) hours and fifteen (15) minutes per day.
3. Adult Education teachers whose positions are self-supporting and contingent upon tuition, grants, and/or enrollment shall be excluded from the bargaining unit.

F. OCFT Membership/Dues/Service Fees

1. Members of the faculty shall be free to join or not to join any organization of teachers. No member of the faculty shall be discriminated against because of membership or non-membership in any such organization.
2. Beginning with the effective date of this contract, all members of the bargaining unit shall become and remain members in good standing of the OCFT or shall have deducted from his/her paycheck a service fee equal to the dues deductions for membership in the OCFT and its affiliates. Members of the bargaining unit whose initial employment with the school district begins after the effective date of this Agreement shall be entitled to a thirty (30) day probationary period. The probationary period shall not be allowed when a member of the bargaining unit returns to employment in the school district after a separation from employment of one (1) year or less. The 30 day probationary period shall be the open period during which members of the bargaining unit shall make their election as provided by the R.C. 4117.09(C) (i.e., religious exemption). Bargaining unit members shall be entitled to a rebate as per R.C. 4117.09(C).
3. Teachers of the Oregon School District may voluntarily request, through the OCFT Treasurer, to the Board that their OCFT dues be deducted from their checks on a monthly basis. Direct deposit of these dues shall be made to the OCFT's account upon request of the OCFT Treasurer.
4. All service fee payments shall be by payroll deduction and shall be automatic and without prior authorization in accordance with R.C. 4117.09(C).
5. The OCFT shall notify the Board Treasurer of those who shall be paying the service fee and any changes. Changes in membership status shall cause no loss of dues or service fee money to the OCFT.
6. Service fee deductions shall be transmitted to the OCFT Treasurer in the same manner as dues deductions for membership in the OCFT. The OCFT shall notify the Board Treasurer, on or before September 15 of any year, of any change in the amount of dues or service fees to be deducted.

7. The OCFT shall indemnify and hold harmless the Board, its members, officers, administrative employees, and Board Treasurer from any and all claims of any kind arising out of or related to the deduction and payment to the OCFT as provided in this Agreement.

G. Bulletin Board Space

The OCFT shall be provided adequate bulletin board space in a place readily accessible to all teachers, but not children, in each school for the posting of notices and other materials relating to OCFT activities. The bulletin board space allocated shall be selected by common consent between the building principal and the OCFT building representative and shall be identified with the name of the OCFT and the representative of the OCFT who shall have the responsibility for posting materials. All bulletin board materials shall be kept in good taste and be placed under the direction of the OCFT building representative.

H. Posting of Central Office Memos and Professional Growth Opportunities

All central office memos and information regarding professional growth opportunities shall be posted electronically.

I. District Mail and Technology Services and Written Notices and Postings

1. The inner-school mail system, including the mailboxes, as well as e-mail, Internet, and voice mail, may be used by OCFT to facilitate the dissemination of OCFT communications and school-related material.
2. The Board has the sole discretion in determining whether any and all reference to “notice,” “receive,” “receipt,” or “posting” throughout this Agreement shall be satisfied by either the Board or OCFT through the Oregon City Schools mail or technological systems, including, but not limited to, mailboxes, e-mail, Internet, Intranet, voice mail, and other forms of technology unless specifically stated otherwise.

J. Good Faith Provision

The OCFT, the Board, and its representatives shall take no action in violation of or inconsistent with any provisions of this agreement.

K. Printing of Agreement

The Agreement shall be printed by photocopy and stapled together at the expense of the board. Distribution shall be made by the OCFT, with fifty copies retained by the OCFT for office and other use. Delivery of the printed Agreements to the OCFT shall be made no later than thirty (30) calendar days from the successful conclusion of negotiations. This time limit may be extended by mutual agreement.

II. WAIVER AND CONFORMITY CLAUSE

- A. The Board and OCFT, hereby acknowledge that during negotiations resulting in any agreement, each party had the right, subject to the limitations of law and this procedure, and the opportunity to make demands and proposals with respect to any matter not removed thereby, and that said agreement was arrived at by the parties after the exercise of that right and opportunity. The Board and OCFT agree to dismiss, with prejudice, any unfair labor practice that has been or could have been filed with respect to the negotiation process resulting in the instant agreement. Except as provided by R.C. Chapter 4117, the parties shall not open this Agreement, except by mutual agreement, for the purpose of negotiation during the life of this Agreement. If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable, or performed or enforced, except to the extent permitted by law and any substitute action shall be subject to appropriate consultation and negotiation with the OCFT. In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect. Whenever either party believes that any part of this Agreement is contrary to law, it shall, in writing, bring such to the attention of the other party upon which notification the parties shall enter negotiations within one (1) week unless another time is mutually agreeable for the purpose of changing the part(s) of the Agreement which are contrary to law. For the purpose of this Agreement, a provision of this Agreement is “contrary to law” when there exists an absolute prohibition against that provision.
- B. Furthermore, whenever there appears to be or actually are changes in working conditions because of federal, state, or local requirements, the Board and OCFT shall negotiate these changes.

- C. The Board and OCFT, recognize that good faith is an indispensable part of the negotiations process. The parties agree, therefore, that neither shall utilize any action designed to revoke, alter, or reconstruct any agreement stated in this collective bargaining agreement.

III. DURATION AND BINDER CLAUSE

- A. This Agreement shall be in effect as of June 29, 2011, and shall continue in effect through July 31, 2014. The prior agreement for the terms of August 1, 2010, through July 31, 2011, is terminated effective June 29, 2011. To the extent any portion of this Agreement violates the budget bill effective upon ratification of this Agreement, the Board and OCFT mutually agree to negotiate the effects of such legal requirements pursuant to Article II of this Agreement, as well as any other applicable provision of this Agreement and law. To the extent a referendum upholds any and/or all portion(s) of Senate Bill 5, the Board and OCFT mutually agree that the parties shall comply with Senate Bill 5 pursuant to Article II of this Agreement, as well as any other applicable provision of this Agreement and law.
- B. Other than the September 7, 2005 side letter and May 31, 2011 memorandum of understanding (copies of which are attached hereto and incorporated herein in the Appendix), any memorandum of understanding and/or side letter that may have existed prior to June 29, 2011, and that the OCFT and Board are not aware of as of June 29, 2011, are hereby null and void, thereby, having no binding effect upon either the Board or OCFT.
- C. Agreements reached between the Board's negotiating team and the OCFT's negotiating team shall become binding upon the Board and OCFT immediately following the ratification by the OCFT and adoption by the Board.
- D. All formal recommendations made during the negotiating process by subcommittees shall receive serious consideration and shall be acted upon by representatives of both the Board and OCFT before this Agreement expires. Decisions regarding said recommendations shall be communicated to members of the OCFT, Administration, and Board.

IV. ABSENCE OF PRINCIPAL

When it is known that a principal is to be absent from the building for one (1) or more school days and there is no assistant principal present, a teacher who has been awarded a “teacher in charge” supplemental position shall assume non-administrative responsibilities. The teacher may be appointed on a yearly basis and notification of this appointment shall be made known to the staff. This teacher shall handle only emergency situations within the scope of the teacher’s licensure/certification and as directed by the Superintendent or his/her designee. The Board shall provide, in ordinary circumstances, a substitute for the teacher in charge.

V. STUDENT ASSAULT

- A. Pursuant to R.C. 3319.143, a teacher who is absent due to physical disability resulting from an assault which occurs in the course of Board employment shall be maintained on full pay status during the period of such absence. Teachers shall furnish a signed statement on forms prescribed by the Board to justify the use of assault leave. If medical attention is required, a certificate from a licensed physician stating the nature of the disability and its duration shall be required before assault leave can be approved for payment. Falsification of either a signed statement or a physician’s certificate is ground for suspension or termination of employment under R.C. 3319.16 and this Agreement. Assault leave granted under this Article shall not be charged against sick leave earned or earnable under R.C. 3319.141, R.C. 3319.08, or this Agreement. This Article shall be uniformly administered.
- B. Teachers have the right to file assault, battery, and harassment complaints with the Board and appropriate legal authorities.

VI. TEACHING CONDITIONS

- A. Classroom Interruptions

Classroom interruptions are to be kept to a minimum and should be permitted only in a case of emergency or when other reasonable alternatives are not readily available.

- B. Clean, Safe Schools

Teachers shall carry out their duties under clean, safe and healthful conditions in the schools. Forms shall be available to communicate custodial or maintenance concerns. Said forms shall be submitted to the building principal for action, in a timely manner.

C. Bodily Fluids/Waste Procedures

The procedure for the handling of bodily fluids and wastes shall be posted in each school office and teacher's lounge. A written copy shall be distributed to each teacher at the beginning of the school year. The Board shall provide all necessary items for the handling of bodily fluids and wastes.

D. Unwarranted Noise

Unwarranted noise from band, chorus, and shop facilities shall be remedied whenever possible. All efforts shall be made to minimize exterior noise near instructional areas. For example, mowing and landscaping schedules should be coordinated within instructional hours.

E. Faculty Lounge

Each school shall have a faculty lounge(s).

F. Textbooks

Each teacher shall be provided with a sufficient number of textbooks.

G. Posting of Resource Materials

All resource materials, excluding textbooks and those whose general use is restricted by law, stored in the Administration Building and the District Library Center shall be listed and this communication shall be posted in each building.

H. Lockable Facility

A lockable facility such as a desk, file cabinet, or a wardrobe cabinet shall be made available to each teacher upon request.

I. Lavatory Facility

Separate lavatory facilities shall be provided for male and female teachers in all buildings.

J. Classroom Keys

Classroom keys, if available, shall be provided upon request to each teacher.

K. Building Access

Convenient building access shall be made available to staff leaving the building during the work day. Access to temporary keys/entry mediums shall be made available in the school office. Keys/entry mediums shall be returned upon re-entry to the building that same day.

L. Adoption of School Board and Administration Policies

Teachers shall abide by school board policies and administration procedures.

M. Teacher Dining Area

The principal shall designate a place in the building where the teachers may eat during their thirty (30) minute lunch period physically separated from children.

N. Classroom Use by Outside Groups

During the normal school day, if other areas are readily available, classroom activities shall not, under ordinary circumstances, be moved from their normal assigned area to accommodate outside groups.

O. Classroom Preparation Stipend

1. Teachers who come in to prepare their classroom two weeks prior to the first contracted day shall receive a voucher of \$25.00 for every four (4) hours up to a maximum of \$50.00. The voucher may be used to obtain a purchase order for classroom supplies not provided by the Board. The voucher must be used prior to the end of the school year it is received.
2. The Board and OCFT agree not to offer the Classroom Preparation Fee of \$25.00 or \$50.00 prior to the start of the 2011-2012, 2012-2013 and 2013-2014 school years. In return, the regular school day shall end 1.5 hours earlier on the full day teacher work day prior to the start of school for teachers who worked eight (8) hours or more to prepare their classroom. Teachers who worked at least four (4) hours in room preparation may end their day forty-five (45) minutes earlier on the teacher work day.

P. Assignment of Non-Teaching or Supervisory Duties

Recognizing that the academic program must take precedence, not all teachers may be assigned non-teaching or supervisory duties. Those who are shall work with the building principal to equitably and effectively distribute duties.

Q. Posting of Class Lists

The most current class list shall be made available to teachers one (1) week prior to the beginning of the school year.

R. Parental Requests

The Board and OCFT support the right of every parent to be involved with their child(ren)'s education. The teachers and administration have a responsibility to accommodate parental requests and concerns whenever possible. However, a parental request for placement with a specific teacher cannot be initiated by the teacher or administrator.

S. Classroom Relocation

Because of the nature of their position, any teacher who is required to relocate their entire classroom to another building at the end of the first semester shall be released from their classroom responsibilities on the day prior to Reports and Records day in order to complete their grades, move to the other building, and set up his/her classroom.

T. State-Mandated Testing

Implementation and grading associated with state-mandated testing, which requires time outside a teacher's normal work schedule, is eligible for additional compensation. Said time shall be paid at the hourly rate with amount of time determined by the Superintendent or his/her designee, the Testing Coordinator, and the President of the OCFT, or their respective designees.

VII. CLASS ASSIGNMENTS/CLASS SIZE

A. Class Size Equalization

The principal shall make class assignments that equalize teaching loads within grade levels or departments. It is recognized that inequities may exist due to the nature of the teaching assignments. The final decision in making staff assignments rests with the principal.

B. Lesson Preparations

The number of lesson preparations shall be kept at a minimum consistent with the nature of the subject, the size of the department, and special requests of teachers. Each split class in the elementary schools shall be provided a full time paid aide to alleviate the load created by double preparations.

C. Number of Room Assignments

The number of individual rooms in which assignments occur shall be held to a minimum.

D. Elementary Class Size

1. At the elementary level the class size shall be calculated on an individual classroom basis and shall not exceed the following:

Kindergarten	-	24
First, Second, and Third Grades	-	26
Fourth and Fifth Grades	-	28

Physical education classes, music classes, and special experimental classes may exceed 28 in some situations.

Class size shall not exceed these maximums per classroom prior to September 1.

2. If, after September 1, the class size exceeds the numbers referenced in Article VII(D)(1) above, a meeting shall be held between the building principal, the building representative, the teacher involved, one (1) additional representative of the OCFT, and a representative of the Administration. This group shall find a

solution such as transfer to another building, an aide, or other innovative ideas. The teacher may appeal the decision to the Building Leadership Team.

E. Middle School/High School Class Size

1. The daily student load for each middle school and high school teacher shall not exceed 170 students with no class exceeding 30 students. If the daily student load exceeds the 170/30 students as described above, a meeting shall be held between the building principal, the building representative, and, if needed, one (1) additional representative of the OCFT and the Administration. This group shall jointly find a solution. The teacher may appeal the decision to the Building Leadership Team.
2. Special laboratory classes should not exceed the number of work stations available.
3. Physical education and music classes shall be kept at a reasonable number consistent with the size of the teaching area. In physical education, class size shall not exceed 35 students.
4. All attempts shall be made to maintain a maximum ratio of 1:50 students for each study hall supervisor.
5. Wherever feasible, as determined by the Superintendent or his/her designee, no middle or high school teacher shall be required to exceed three (3) different preparations in any grading period.

F. Resolution of Class Size

If resolution of class size has not been reached by October 1, enrollment decisions may be appealed to the Building Leadership Team.

G. Special Education Classes, Education and Training, and Representation

1. Classrooms containing students with disabilities who have IEP's requiring aides or additional personnel, exclusive of a special education teacher, shall, unless

otherwise provided below, not exceed the following class sizes:

Kindergarten	20
First, Second, Third	22
Fourth, Fifth	24
Six – Twelve	26

In the event classrooms containing students with disabilities who have IEP's requiring aides or additional personnel, exclusive of a special education teacher, exceed the class sizes set forth above, the situation shall be considered on an individual basis through a pure consensus meeting between the regular education teacher, building principal, Superintendent or his/her designee, and one (1) additional representative of the OCFT within one (1) week of class size excess. The regular education teacher of the child may appeal the decision to the Building Leadership Team. No decision shall infringe upon or impact the provision of services on any student's IEP. No decision shall result in class sizes exceeding state maximums.

2. Education and Training

Upon teacher request, the District shall provide education and training for the teacher(s) who are assigned students with disabilities prior to or at the time of placement. Additional education and training shall be provided on an on-going basis as needed. The inservice shall be coordinated by the Superintendent or his/her designee and should include, but is not be limited to, the following topics: due process rights and responsibilities, the student(s) current level of performance, any medical/behavioral information, teaching strategies/techniques, and means to request administrative supports.

3. Legal Representation

The Board shall provide legal representation to teachers involved in special education due process matters to the extent such teachers were acting within the scope of their responsibilities.

4. Additional Planning Time

Upon request, any teacher may request a meeting with the building principal and appropriate administrator to request the awarding of additional planning time beyond the regular teaching day and shall be compensated at the hourly rate if

such additional planning time is awarded. The teacher may appeal the decision to the Building Leadership Team.

VIII. TEACHER'S WORK DAY

A. Teacher's Work Day

The teacher's work day shall be seven hours and fifteen minutes long with a justifiable fifteen (15) minutes allowance either way for transportation complications only.

1. Elementary: For the 2011-12 school year, the instructional day shall start at six (6) hours and fifteen (15) minutes. At any time after the start of the 2011-2012 school year, the building/district wide instructional day(s), as well as individual instructional day(s), shall be changed pursuant to the Building Leadership Team decision-making process as outlined in Article IX of this Agreement.
2. Middle School: For the 2011-2012 school year, the instructional day shall start at six (6) hours and thirty (30) minutes. At any time after the start of the 2011-2012 school year, the building/district wide instructional day(s), as well as individual instructional day(s), shall be changed pursuant to the Building Leadership Team decision-making process as outlined in Article IX of this Agreement.
3. High School: For the 2011-2012 school year, the instructional day shall start at six (6) hours and thirty (30) minutes. At any time after the start of the 2011-2012 school year, the building/district wide instructional day(s), as well as individual instructional day(s), shall be changed pursuant to the Building Leadership Team decision-making process as outlined in Article IX of this Agreement.

B. Time Schedule

Instructional employees shall conform to the time schedule within the organizational pattern of the building, and teachers shall sign in by their scheduled starting time. Any teacher leaving the building during the school day except during the duty free lunch period shall obtain permission from the principal. Any teacher leaving the building during his/her thirty (30) minute duty free lunch period shall notify the principal or office personnel prior to leaving.

C. Parent Meetings

Teachers shall meet with a parent at the request of a parent at a time mutually agreed upon by the teacher and the parent. The principal may participate in the conference either on the request of the teacher or by his/her own desire.

D. Teach an Additional Preparation and/or Class

When the principal requests that a teacher teaches an additional preparation and/or class during the teacher's planning period, the teacher has the option of accepting or rejecting the request. If the teacher accepts, he/she shall be paid an additional 1/7 (one-seventh) of his/her regular salary.

E. Substituting for a Colleague

1. No teacher shall be required to assume the responsibility of another teacher or other person. A teacher substituting for a colleague, upon request of the principal or his/her designee, shall be paid half the hourly rate for thirty (30) minutes or less, anything beyond 30 minutes shall be counted as one (1) hour and compensated at the hourly rate. The teacher must complete and submit a time sheet to the principal.
2. The principal shall create a rotation system.
3. Between two teachers, nothing herein shall preclude one teacher from extending a professional courtesy to a colleague by performing his/her assignment. The principal shall be notified of such an arrangement.
4. When a teacher must leave the building in the event of an unforeseen emergency which occurs in the morning, teachers shall assist the principal, without pay, in covering that teacher's assignment to fill the gap until a substitute arrives. If a substitute cannot be located, teachers covering the assignment shall be compensated at the hourly rate. If the emergency occurs in the afternoon, teachers shall cover the assignment without pay.

F. Planning/Conference Time

Within the normal school schedule preparation periods shall be guaranteed for every teacher as follows:

1. Middle School and Secondary Teachers: Each teacher employed full time shall have a planning or conference time of one (1) period per school day. In the middle school, every effort shall be made to provide for common planning time for grade level teachers. On days that the school schedule is shortened or the start of school is delayed, planning time for that day may be less than prescribed by this Agreement. Part time employees who meet the qualifications outlined in the OCFT Recognition clause of this Agreement shall be granted planning or conference time in direct proportional correlation to the amount of time they are employed compared to a full time teacher. Thus, a half time employee shall receive one-half of the planning and conference time accorded a full time employee.
2. Elementary Teachers: Each teacher employed full time shall be provided 225 minutes per week for planning or conference time. Part time employees who meet the qualifications outlined in the OCFT Recognition clause of this Agreement shall be granted planning or conference time in direct proportional correlation to the amount of time they are employed compared to a full time teacher. Thus, a half time employee shall receive one-half of the planning and conference time accorded a full time employee.
3. In addition to their regular planning time, intervention specialists upon the approval of the special education supervisor and/or principal shall be granted up to six (6) days release time. Said time shall be used for the case reviews, writing and conducting of IEPs, MFEs, triennial reviews, and any other mandated responsibilities. Mandatory meetings and professional development beyond the regular day are paid on the hourly pay rate. Nothing herein shall prevent any teacher from attending any meetings voluntarily.
4. When an intervention specialist is required to evaluate a student who is not assigned to him/her, time spent on said evaluation shall be remunerated at the hourly rate.

G. Collection of Fees

The collection of fees and other such clerical duties shall be kept to a minimum so as not to detract from normally scheduled academic time.

H. Elementary Supervision During Physical Education/Music

Elementary teachers shall not be required to remain with classes during physical education or music time. Computer instruction, intervention, or enrichment time may be arranged in conjunction with library time. However, the teacher shall not be required to supervise more than one (1) activity. The principal shall assign the teacher to the library, computer instruction, intervention, or enrichment activity. The principal or his/her designee shall assume responsibility for the supervision of the unassigned area. The teacher shall coordinate discipline procedures and/or matters with library personnel. Elementary teachers may leave the library for brief periods of time.

I. Additional Inservice Time

Understanding the need for a Reports and Records Day at the end of the first semester, and further understanding the Oregon City Schools' need for additional inservice time, up to two hours at the beginning of said day may be scheduled for professional development, excluding staff meetings. Scheduling of this time shall be mutually agreed upon by the Superintendent and the OCFT President at least two weeks prior to the day.

J. Elementary Noon Recess Supervision

1. An elementary physical education teacher and/or music teacher shall supervise noon recess periods; all other elementary teachers shall not be assigned noon recess periods. In the event of an emergency and the noon recess supervisor is not available, a rotation system using other teachers shall be implemented.
2. An aide shall be provided to assist the regular playground teacher during noon recess at each elementary school.

K. Playground Supervisor Student Ratio

All attempts should be made to maintain a maximum ratio of 75 students to each playground supervisor at all recesses.

L. Elementary Cafeteria Duty

Elementary teachers shall not be assigned cafeteria duty. Teachers shall use this time for conferences with parents, to do curriculum work, to prepare lessons, for intervention or enrichment, or other matters concerning their students.

M. Extra Duty Schedules

At the middle school and high school levels, extra duty schedules shall be made equitable in time and rotation.

N. Quarter Grading System

The grading system for the Oregon City Schools shall be four nine week (quarterly) periods. Grading shall reflect the adopted board policy and Article XXVII(M) of this Agreement.

O. Elementary School Grade Cards

Until Article XXVII(M)(4) of this Agreement is applicable, elementary school grade cards shall be made available to all elementary staff, including grades 2-5, on the day prior to the distribution of report cards, barring unforeseen technical difficulties.

P. Kindergarten Conference Days

Kindergarten teachers shall be given three (3) conference days in the fall with the Board providing a substitute on the third day. The second day, the Board shall provide a substitute while conferences are being held. For all day, every day kindergarten, conference days shall be adjusted to coordinate with regular elementary teachers.

IX. DISTRICT AND BUILDING LEADERSHIP TEAMS

A. Leadership Teams

1. District Leadership Team

a) Purpose and Scope

- (1) The District Leadership Team shall not negotiate terms and conditions of employment.
- (2) The District Leadership Team shall work through the pure consensus decision-making process to address issues facing the District such as instruction, positive behavior interventions and supports (e.g., student discipline), feedback and conference for district leadership and climate, district improvement plans, teacher evaluation instruments, TAM/SAM/PAM ESIS alternatives, and on-line grading effectiveness. Alternatively, the District Leadership Team may charge a committee to address such issues through the consensus decision-making process. These committees may address, but are not necessarily limited to, district-wide issues affecting the club advisors and selection process, scheduling, student assistant teams, end-of-year procedures, curriculum professional development, beverage machine proceeds, building/program budgeting and appropriations, crisis/emergency situations, special education, experimental programs, supplemental funds, departmental budgets, student activity accounts, health/welfare benefits, and technology.
- (3) Only OCFT and administrators shall serve on committees addressing issues exclusive to teachers.
- (4) Only OAPSE and administrators shall serve on committees addressing issues exclusive to OAPSE.

b) Membership

- (1) The OCFT President may appoint no more than five (5) members to the District Leadership Team or any charged District Leadership Team committee.

- (2) The OAPSE makeup on the District Leadership Team or any charged District Leadership Team committee shall be agreed upon between the Board and OAPSE.
 - (3) The Superintendent may appoint administrators to the District Leadership Team or any charged District Leadership Team committee.
 - (4) Experts and resource people may be invited, as needed, through mutual agreement of the members of the District Leadership Team.
- c) District Leadership Team meetings shall be mutually scheduled to have the minimum impact on teaching and learning; and when such meetings are mutually scheduled during a teacher's scheduled work day, said teacher shall suffer no loss in pay and the Board shall provide, in ordinary circumstances, a substitute for teachers on team meetings. Service on District Leadership Team committees is voluntary (i.e., teachers shall not be entitled to any payment for service on such committees) and shall be mutually scheduled.

2. Building Leadership Teams

a) Purpose and Scope

- (1) No Building Leadership Team shall negotiate terms and conditions of employment.
- (2) Building Leadership Teams shall work through the pure consensus decision-making process to address issues facing their respective buildings such as instruction, positive behavior interventions and supports (e.g., student discipline), feedback and conference for building leadership and climate, building improvement plans, building wide teacher workdays, and individual teacher workdays. Alternatively, a Building Leadership Team may charge a committee to address such issues through the consensus decision-making process. These committees may address, but are not necessarily limited to, building specific issues affecting the club advisors and selection process, career and technical, scheduling student assistant teams, end-of-year procedures, professional development, beverage machine proceeds,

building/program budgeting and appropriations, crisis/emergency situations, special education, experimental programs, supplemental funds, departmental budgets, student activity accounts and technology.

- (3) Only the OCFT and administrators shall serve on committees addressing issues exclusive to teachers.
- (4) Only OAPSE and administrators shall serve on committees addressing issues exclusive to OAPSE.

b) Membership

(1) Building Level

- (a) Elementary School Level: There shall be one (1) member for each grade level elected from their peers, in addition to the elected OCFT Building Representative, who shall serve on their respective elementary school Building Level Team. The OCFT Building Representative may appoint no more than five (5) members to any charged elementary school Building Leadership Team committee.
 - (b) Middle School Level: There shall be one (1) team leader from each team, in addition to the elected OCFT Building Representative, who shall serve on their respective middle school Building Level Team. The OCFT Building Representative may appoint no more than five (5) members to any charged middle school Building Leadership Team committee.
 - (c) High School Level: Each department chair, the librarian, the building representatives, one (1) representative from special areas, and one (1) representative from career and technical education shall serve on the high school Building Level Team. The OCFT Building Representatives may appoint no more than five (5) members to any charged high school Building Leadership Team committee.
- (2) The OAPSE makeup on the respective Building Leadership Team or any charged committee shall be agreed upon between the Board and OAPSE.

- (3) The Superintendent may appoint administrators to the respective Building Leadership Team or any charged committee.
 - (4) Experts and resource people may be invited, as needed, through mutual agreement of the members of the respective Building Leadership Team.
- c) Building Leadership Team meetings shall be mutually scheduled to have the minimum impact on teaching and learning; and when such meetings are mutually scheduled during a teacher's scheduled workday, said teacher shall suffer no loss in pay and the Board shall provide, in ordinary circumstances, a substitute for teachers on team meetings. Service on Building Leadership Team committees is voluntary (i.e., teacher shall not be entitled to any payment for services on such committees) and shall be mutually scheduled.

B. Decision-Making Process

1. Both the District and Building Leadership Teams shall make decisions through "pure consensus."
 - a) A pure consensus decision represents a reasonable decision that all members of the team can accept. It is not necessarily the optimal decision for each member. When all the group members feel this way, you have reached pure consensus. This means that a single team member can block consensus if he/she feels that is necessary.
 - b) Guidelines for reaching pure consensus:
 - (1) Make sure that everyone is heard from and feels listened to. Avoid arguing for your own position. Present your position as clearly as possible. Listen to other team member reactions and comments to assess his/her understanding of your position. Consider his/her reactions and comments carefully before you press your own point of view further.
 - (2) Do not assume that someone must win and someone must lose when a discussion reaches a stalemate. Instead, look for the next most acceptable alternatives for all parties. Try to think creatively. Explore what possibilities exist if certain constraints were removed.

- (3) Do not change your mind simply to avoid conflict, to reach agreement, or maintain harmony. When agreement seems to come too quickly or easily, be suspicious. Explore the reasons and be sure that everyone accepts the solution for basically similar or complementary reasons. Yield only to positions that have objective or logically sound foundations or merits.
- (4) Avoid conflict-reducing techniques such as majority vote, averaging, coin toss or bargaining (under no circumstance can the terms or conditions of employment be bargained through this Article). When dissenting members finally agree, do not feel that they have to be rewarded or accommodated by having their own way on some later point.
- (5) Differences of opinion are natural and expected. Seek them out, value them and try to involve everyone in the decision process. Disagreements can improve the group's decision. With a wider range of information and opinions, there is a greater chance the group shall hit upon a more feasible or satisfactory solution.

2. Building Leadership Team

- a) Step One: The Building Leadership Team shall attempt to reach pure consensus.
- b) Step Two: If pure consensus cannot be reached at the Building Leadership Team level, then the issue shall go to the District Leadership Team.
- c) Step Three: If pure consensus cannot be reached at the District Leadership Team Level, then the issue shall go to the Superintendent.
- d) Step Four: The Superintendent has final decision-making authority on the issue.

3. District Leadership Team

- a) Step One: The District Leadership Team shall attempt to reach pure consensus.

b) Step Two: If pure consensus cannot be reached at the District Leadership Team Level, then the issue shall go to the Superintendent.

c) Step Three: The Superintendent has final decision-making authority on the issue.

C. Club Advisors and Coach Selection Process

1. An activity committee shall be established upon the request of the principal or the OCFT building representative in the middle or high schools for the purpose of aiding the principal in establishing procedures for selecting club advisors, activity chaperons, and assistant coaches. The head coach shall be included in the interviewing process to select candidates for assistant and middle school coaches when filling vacancies.
2. Head coach candidates shall be interviewed by a committee of administration, OCFT members, and community members with recommendations made to the Superintendent.
3. When the selection of a club advisor, activity sponsor, or extracurricular coach is made from personnel outside of Oregon City Schools' certificated staff, the Administration may choose to obtain input from teachers or coaches who are involved in the activity. Interested teachers or coaches should contact the responsible administrator at the time the position is posted.
4. Supplemental contracts for all extracurricular and co-curricular student activities, sports, clubs or functions shall first be offered to members of the bargaining unit who are reasonably qualified for the position. Whenever no qualified unit member applies for the position, the Board may choose to offer the position to a certificated teacher not in the bargaining unit. When no qualified certificated person applies for the position, the Board may choose to offer the position to a non-certificated person.
5. Unit members who are interested in such positions should contact the responsible administrator at the time the position is posted.

6. When no unit member is available, interested or reasonably qualified for the position, and the selection of an extracurricular or co-curricular student activity, sport, club or function is to be made from personnel inside or outside of Oregon City Schools' teachers, the Administration shall obtain input from teachers or coaches who are involved in the activity as to the person who is to be employed in such position.

D. Career and Technology Advisory Committees

1. All approved career and technology education programs shall have active local Board-approved advisory committees that are composed of employers from any relevant industry or occupation for which the committee is established; trade or professional organizations representing any relevant occupations; organized labor and other community representatives and where appropriate the Superintendent or his/her designee. Each advisory committee shall meet a minimum of twice a year.
2. Advisory committees shall be used for, but not limited to, recommendations for the following: program reviews, program certification, equipment, supplies, textbooks, workbooks, student organization contests, additional competencies, work habits and attitudes, employment sites, and course of study development.

X. SELECTION AND ORDERING OF SUPPLIES

A. Department Budgets

1. On or before March 1, the principal or the proper administrative officer and the department chair/team leaders shall provide the staff with the amounts allocated to each subject matter/department. In the elementary schools, the departments are kindergarten, primary (K-2), intermediate (3-5), district-wide music and district-wide physical education.
2. At the beginning of their employment, entry year teachers shall be given an instructional supply amount of up to \$200.00.

B. Instructional Supply Orders

Teachers shall provide the proper administrative officer with book and instructional supply orders. These orders shall be listed in order of priority. The building principal shall review these orders in the light of budget allotments, availability, and total

building needs. Any instructional supplies that are needed to begin the school year must be submitted by the teacher to the principal by April 1, ordered in a timely fashion, and received in the building by the first day of the next school year unless they are on back-order. Orders not submitted before April 1 may not be available by the first day.

C. Request of Supplemental Materials

Teachers may request, in writing on forms supplied by the board, supplemental books, equipment, and supplies to enable teaching at the level of the pupil. A response shall be made in writing. When the request is sent to the principal or appropriate administrator, the response shall be within ten (10) school days after receipt of the request. When the request is sent to the central office by the principal or appropriate administrator, the response shall be within thirty (30) school days after the teacher made the initial request.

D. Request of Commercial Teaching Supplies

Commercial teaching supplies, upon approval of the principal, shall be made available to each teacher within the building.

XI. PHYSICAL AND MENTAL EXAMINATIONS

- A. The OCFT recognizes the necessity for competence in the classroom and shall support efforts to insure educational excellence to the children of this district.
- B. The OCFT recognizes that physical and/or mental examinations may be required of certificated staff members to determine the fitness to continue employment. The OCFT further recognizes that teachers should not be harassed by unwarranted and expensive examinations needlessly. If the Board requires a teacher to undergo a mental or physical examination the following conditions shall prevail:

1. Examination Expense

The Board shall pay for the examination, provided the teacher selects a properly licensed physician from a list of three (3) certified physicians provided by the Board. The teacher may select his/her own properly licensed physician at his/her own expense.

2. Transportation Cost

The Board shall pay the cost of transportation to the place of examination or provide suitable transportation.

3. Teacher's Pay

The teacher's pay shall not be reduced for the time necessary to take the examination. If the examination takes place during the time when the teacher is not normally on duty, this time shall be compensated for by the Board at the rate computed at the teacher's normal daily rate.

4. Non-Routine Examination

It is the intent of this article that such examination shall not be routine.

XII. LEAVES OF ABSENCE

A. Family Medical Leave Act

1. Any and all leave, whether paid or unpaid, which also qualifies for leave under the Family Medical Leave Act ("FMLA") shall run concurrently with such paid or unpaid leave. If the leave which also qualifies under the FMLA provides for both paid and unpaid leave, the paid leave shall run concurrently with the FMLA leave and, then, upon exhaustion of the paid leave the unpaid leave shall run concurrently with the FMLA leave.
2. Teachers shall be entitled to all benefits allowed in the FMLA.
3. A teacher who has worked for the District for at least twelve (12) months is eligible for twelve (12) work weeks of FMLA leave during a twelve (12) month period.
4. As required by the FMLA, the Board shall maintain the teacher's health coverage under the Oregon City Schools' group health insurance(s) while on FMLA leave.

- a) The teacher shall pay only the negotiated rate while on FMLA leave even when paid/unpaid leave is running concurrently with FMLA leave.
 - b) The teacher and the Board Treasurer shall make arrangements for the monthly payments of the teacher's share of the insurance premium(s).
5. The Board shall be entitled to recover health care premiums during the leave if the teacher fails to return to work. This shall not be the case if the failure to return to work is because of the continuation, recurrence, or onset of a serious health condition - either the teacher's own or that of an immediate family member for whom they are needed to care, or due to other FMLA eligible circumstances beyond the control of the teacher.
 6. When FMLA leave is foreseeable, the teacher shall notify the Superintendent or his/her designee of the teacher's request for leave at least thirty (30) calendar days prior to the date that the FMLA leave is to begin, if possible. When the FMLA leave is not foreseeable, the teacher shall give notice as early as is practical. The teacher shall not be denied FMLA leave for failure to meet the above notification requirements.

B. Unpaid Leave

1. If any unpaid leaves contained herein also qualifies for FMLA leave, such unpaid leave shall run concurrently with the FMLA leave as provide in the section above- i.e., Article XII(A)(1).
2. Teachers agree to take leaves of absence only for legitimate reasons and with advance notice when possible.
3. Whenever a teacher is on unpaid leave which encompasses the date of March 15 of any year, he/she is required to notify the Superintendent or his/her designee on or before March 15 if he/she intends to return on or before the start of the ensuing school year. Failure to do so shall not be cause for disciplinary action against the teacher.
4. Upon return from unpaid leave, the teacher shall return to the same position as that held at the time leave was granted provided said teacher returns to service within the same school year or within 120 school days, whichever is greater. If a

teacher returns to service outside these limits, the teacher shall be placed in a position for which the teacher is properly certificated. Nothing herein shall abridge the authority of the Superintendent to transfer and/or assign teachers pursuant to R.C. 3319.01.

5. An increment on the salary schedule shall be granted for a teacher who has worked 120 days of full time teaching during the school year in which unpaid leave was granted.
6. During any period of unpaid leave, not covered by the FMLA, the Board shall not assume financial responsibility for any benefits including, but not limited to, STRS service time and health benefits. However, the teacher on unpaid leave shall be maintained on all insurance for which he/she makes a written request and advances one hundred (100%) percent of the monthly payments of premiums to the Board Treasurer. The Board Treasurer shall inform the teacher of the premium dates.
7. The following unpaid leaves are non-intermittent and can only be taken in one continuous time frame per leave with the exception of “Sincerely Held Special Religious Holiday/Event” leave.
 - a) “Military Leave” shall be provided according to the Ohio Revised Code and other applicable law.
 - b) “Leave for Care for an Ill Immediate Family Member” may be taken for a period of between one (1) day and one (1) year.
 - c) “Adoption Leave” may be taken for a period of between one (1) day and thirty (30) days.
 - d) “Child Care Leave” may be taken for a period of between one (1) day and one (1) year.
 - e) “Leave for Physical or Mental Illness” may be taken for a period of between one (1) day and one (1) year.

- f) "Leave for Absence for Advanced Study" may be taken for a period of between one (1) day and one (1) year by only those teachers with a minimum of three (3) years of service in the Oregon City Schools upon the recommendation of the Superintendent and extended at the discretion of the Board.
- g) "Leave for Sincerely Held Special Religious Holiday/Event" may be taken for a period of between one (1) day and three (3) days which may be taken intermittently.
- h) No Pay Day

The number of days granted shall be based upon the number of years of service in the Oregon City Schools as follows:

3 Years	-	3 Days
8 Years	-	4 Days
15 Years	-	5 Days

One time per year, one of these days may be used before or after a holiday or vacation.

- i) Upon the sole discretion of the Superintendent, a teacher may be granted additional unpaid leave for a period of between one (1) day and one (1) year upon request of the teacher. The decision regarding whether to grant this leave is neither appealable nor subject to the grievance/arbitration procedure.

C. Paid Leave

1. If any of the paid leaves contained herein also qualifies for FMLA leave, such paid leave shall run concurrently with the FMLA leave as provided in the section above - i.e., Article XII(A)(1)
2. Teachers agree to take leaves of absence only for legitimate reasons and with advance notice when possible.
3. Under certain circumstances "Adoption Leave" may constitute "Paid Leave."

4. Upon return from paid leave, the teacher shall return to the same position as that held at the time leave was granted provided said teacher returns to service within the same school year or within 120 school days, whichever is greater. If a teacher returns to service outside these limits, the teacher shall be placed in a position for which the teacher is properly certificated. Nothing herein shall abridge the authority of the Superintendent to transfer and/or assign teachers pursuant to R.C. 3319.01.
5. An increment on the salary schedule shall be granted for a teacher who has worked 120 days of full time teaching during the school year in which paid leave was granted.
6. Leave for Legal Obligation

Teachers who are required to serve on jury duty or who are subpoenaed to appear at a legal proceeding shall receive full salary during the period of such service. However, when the teacher is the primary plaintiff in a suit against the Board or is involved in court action resulting from ownership in a business venture, the teacher shall not receive compensation by the Board.

7. Personal Leave

Three (3) days personal leave shall be granted each year upon proper application and in accordance with the following conditions:

- a) The teacher must notify the principal of his/her school of his/her intent to take the leave 72 hours in advance except in emergency situations.
- b) The teacher may not use personal leave for the following purposes:
 - (1) Harassment
 - (2) Work Stoppage
 - (3) Withholding of services
- c) Personal leave of three (3) days per year shall be granted in accordance with the school year and are non-accumulative.
- d) Personal leave may not be used one (1) day before and/or one (1) day after a holiday or vacation.

- e) Violations of any personal leave policy obtaining leave under false pretenses or using leave for purposes not approved in this Agreement are grounds for disciplinary and termination action(s). This action may include a suspension of two (2) days without pay for each day of violation for the personal leave policy and specifically supersedes any provision to the contrary found on the Ohio Revised Code including, but not limited to, R.C. 3319.16.
- f) Teachers may select either of the following: Any unused personal leave days which remain at the end of the school year may be added to the teacher's accumulated sick leave, effective on June 30 of each year. Or, unused personal leave days shall be compensated in half-day increments at the following rates:

3 unused days	-	\$80.00 per day
2 ½ to 2 unused days	-	\$70.00 per day
1 ½ to ½ unused days	-	\$ 60.00 per day

Unused personal time shall be added to accumulated sick leave unless a written request for payment is submitted to the Board Treasurer's Office by June 10. Payment shall be received in the second paycheck in June.

8. Full-Time OCFT/OFT/AFT Positions

Teachers who are elected or appointed to full time positions with the OCFT, the Ohio Federation of Teachers ("OFT"), or the American Federation of Teachers ("AFT") shall, upon application, be granted leave of absence for two (2) years for the purpose of accepting these positions providing there is no interruption of the school year. The salary, benefit, and STRS package for the teacher shall be paid for by the OCFT, OFT, and/or AFT through the Board to the teacher.

9. Assault Leave

Any teacher who is the victim of an assault brought about by reason of their employment in the Oregon City Schools shall be entitled to assault leave as provided herein. For purposes of this provision, rape or attempted rape shall be considered an assault. Assault must occur on school premises during the teacher's work day or at a school-sponsored function to which the member has been assigned. Assault leave shall be granted in accordance with the Work Related Injury Program as determined in Article XIII of this Agreement.

10. Professional Leave

Teachers shall be encouraged to attend local, state, and national meetings of professional organizations each year. Professional leave without loss of pay may be granted to teachers according to the following guidelines:

- a) Requests for professional leave shall be filed two (2) weeks in advance of the date for which the leave is requested with one of the following:
 - (1) Building Professional Leave Committee
 - (2) Central Office
 - (3) Grant Administrator
- b) Under extraordinary circumstances, the two weeks' notice may be waived.
- c) Application forms shall be available in the office of each school.
- d) Reimbursement of total expenses shall not exceed 10% over the approved estimated expenses.
- e) Travel allowance, when private car is used, is the IRS rate. Mileage to Columbus is limited to 275 miles.
- f) Tips cannot be reimbursed.
- g) The suggested guidelines for meals are:

(1) Breakfast	\$5.00
(2) Lunch	\$8.00
(3) Dinner	\$15.00
- h) Teachers may be required to provide a written or verbal report of the professional meeting for which they received reimbursement.
- i) A professional meeting is a meeting, conference, or workshop related to the teacher's teaching assignment, building and district goals reflected in the Continuous Improvement Plan, or extracurricular duties or professional organization. This does not include:
 - (1) Courses, except for those otherwise specified in the Agreement, leading to college or university credit.

- (2) Meetings attended by the teacher at the Board's expense that do not directly relate to the present teaching assignment or an assignment made for the following year.
 - (3) Conventions or meetings of the AFT or its affiliates in which union business or political action is a part of the program.
- j) The Board shall set aside annually \$125.00 for each eligible position in the Professional Development Fund to be used only by teachers to attend professional meetings as set forth herein. A meeting of all building professional leave committees, as directed by the District Leadership Team, shall be held in early September of each year to share ideas on implementation of professional development goals.
- k) The allocation from the Professional Development Fund shall be determined by the number of teachers and allocated to each building or department to the number of teachers in each building department. Teachers who are assigned to more than one building or department shall be counted only once. Teachers shall be counted at the building or department in which they have primary responsibility. A list of personnel indicating the number of teachers in each building or department (Career and Technology Education and Special Education, as well as athletics) shall be provided to the OCFT during the first week of school. This allocation shall not reflect grant, Title or special allocation monies for professional development and mileage reimbursement for career and technology and special education training programs.
- l) A building professional leave committee shall be established at each building, as directed by the Building Leadership Team. This committee's sole purpose shall be to determine the use of professional leave in accordance with the provisions herein.
- (1) Each professional leave (building or department) committee shall determine from its allocation the appropriate amount to be distributed among the teaching, co-curricular, and extracurricular personnel. In the event that any building staff chooses not to elect a Professional Leave Committee, the allocated amount for that building shall be distributed equally among the remaining buildings.
 - (2) Departments include Special Education and Career and Technology Education.

- m) Certificated/Licensed employees pursuing National Board Certification shall be granted up to two (2) professional leave days during the school year in which they apply for National Board Certification.

11. Coaches' Leave

On the approval of the building committee, secondary and middle school coaches may be granted Coaches' Leave according to the provisions outlined in this Professional Leave section and in accordance with the following criteria:

- a) A coach may attend one clinic per year per sport coached up to a maximum of two (2) sports. State tournament finals in their sport may be used as clinic days. A substitute shall be provided for a coach to attend at the coaches' expense if the clinic has already been used, or funds from the Athletic Department budget are not available. However, in addition, the Athletic Department may fund a non-school day clinic as money is available.
- b) Should any high school individual or team advance beyond the local level of OHSAA competition, both head and assistant coaches shall be released to coach without loss of pay or any leave. All expenses not covered by OHSAA shall be paid by the Board.
- c) If adequate funding is not available through the Athletic Department budget, coaches shall be responsible for their own expenses.

12. OCFT Leadership Leave

OCFT Leadership Leave shall be defined as conventions, conferences or meetings of the OCFT, OFT, AFT, or their affiliates in which union business or political action is a part of the program. OCFT Leadership Leave shall be granted without loss of pay to teachers according to the following guidelines:

- a) Requests for OCFT Leadership Leave shall be filed two (2) weeks in advance of the date for which the leave is requested of and approved by the Superintendent or his/her designee.

- b) Under extraordinary circumstances, the two (2) week notice may be waived by the Superintendent or his/her designee.
- c) Application forms shall be available in the office of each school.
- d) Any additional cost (e.g., substitutes) shall be reimbursed to the Board by the OCFT.

13. Educational Leadership Leave

Educational Leadership Leave shall be defined as a teacher's participation on or with a local, state or federal committee dealing with educational issues that shall have an impact on the Oregon City Schools' future operations. Educational Leadership Leave shall be granted without loss of pay to teachers according to the following guidelines:

- a) Requests for Educational Leadership Leave shall be filed two (2) weeks in advance of the date for which the leave is requested of and approved by the Superintendent or his/her designee.
- b) Under extraordinary circumstances, the two (2) week notice may be waived by the Superintendent or his/her designee.
- c) Application forms shall be available in the office of each school.

14. Sick Leave

- a) The teachers and principal of each building shall establish times for teachers to report sickness for absence from school.
- b) Sick leave accumulation shall be unlimited. Sick leave shall be accumulated at the rate provided by state law. (Accumulated at 1 1/4 day per month or 15 days per year.)

Teachers who do not use any sick leave during the previous school year shall be granted a stipend of \$75.00 payable in September. Teachers who use only one day of sick leave during the previous school year shall be granted a stipend of \$50.00 payable in September.

- c) Sick leave may be taken in units of one-half (1/2) day.
- d) A teacher on sick leave shall be expected to return the following day unless the principal has been notified to the contrary. If possible, the notification shall be made prior to the end of the school day on which the person was absent.
- e) Sick leave with pay may be used for the following reasons:
 - (1) For absence of the teacher due to personal illness, pregnancy, injury, doctor visits, exposure to contagious disease which could be communicated to others; and
 - (2) Teachers shall be granted up to five (5) days of leave (per incident) due to the death of a member of the immediate family (as noted on the following page). The first three (3) days of leave shall be paid funeral leave. Any further days may be charged to any other leaves available.
 - (a) For absence of the teacher due to illness or injury to a member of the immediate family, a maximum of twenty (20) days per incident may be charged to sick leave. In the event of a serious illness involving the spouse or children of the teacher, the twenty (20) days shall be waived.
 - (b) Immediate family shall be defined as: spouse, father, mother, sister, brother, son, daughter, in-laws, grandmother, grandfather, grandchildren, legal guardian, foster or step parents, aunt, uncle, niece, nephew, those who reside in the teacher's home and anyone who clearly stands in the same relationship with the teacher as any of those specified in this definition.
 - (c) Teachers shall be granted one (1) day of leave to attend the funeral of a cousin or friend. Sick leave or personal leave may be used for this purpose.
- f) Teachers who have less than ten (10) days accumulated sick leave at the beginning of a school year are entitled to fifteen (15) additional days of sick leave chargeable to sick leave earned during the remainder of the year.

- g) Teachers entering service on or after the beginning of the second semester or teachers returning from a leave of six (6) weeks or longer, who have less than ten (10) days accumulated sick leave at the beginning of the semester, are entitled to seven and one-half (7.5) additional days of sick leave. These days shall be charged to sick leave earned during the remainder of the school year.

D. Sick Leave Pool

1. A Sick Leave Pool shall be established in the Oregon City Schools for teachers. The purpose of this pool shall be to provide a teacher a leave for catastrophic (serious) illness or injury. To be eligible, a teacher must have exhausted all accumulated sick leave, or other eligible leaves with pay.
2. Application to draw days from this pool shall be made on an appropriate form (see appendix), which shall then be sent to the Sick Leave Bank Committee for consideration.
3. Initially, an employee may be granted up to thirty (30) days from the Sick Leave Pool. If, during this time, the teacher cannot return to work, then he/she may request an additional thirty (30) days from the Sick Leave Pool. To be eligible to draw the additional 30 days, however, the teacher must make an application for STRS disability during the initial 30 day period. If employee teacher fails or refuses to make application for STRS disability within 30 days from the date of the first draw, they shall lose the privilege of using the Sick Leave Bank beyond the initial 30 days. The teacher may continue to use the Sick Leave Bank until STRS disability decision is rendered or until ninety (90) days has been used per teacher. If application for STRS disability is denied, the teacher may apply for an additional twenty (20) days, after which he/she shall not be able to draw from the pool for the remainder of the year.
4. The maximum days to be carried in the pool shall be 185 days per school year or ninety (90) days per teacher. Each teacher may donate up to two (2) days of sick leave (per year) from his/her individual sick leave accumulations to be added to this pool. The Superintendent shall be notified in writing by the OCFT of all such donations. The donation of days to the Sick Leave Pool shall not affect the teacher's opportunity to receive a stipend for not using sick days.

5. Once the total accumulation in the pool drops below 100 days, the OCFT President shall solicit additional days from teachers, provided they have not already donated their maximum number of two (2) days each in the current year.
6. A teacher terminating employment with the Board may donate up to two (2) days of sick leave to the sick leave pool. This day(s) may be in addition to day(s) donated previously during the school year. The OCFT President shall solicit donations. This donation may be made when the number of days in the pool is below 200.
7. Violations of any sick leave pool policy by obtaining leave under false pretenses or using leave for purposes not approved in this Agreement are grounds for disciplinary and termination action(s). This action may include a suspension for two (2) days without pay for each violation of the sick leave pool policy and specifically supersedes any provision to the contrary found on the Ohio Revised Code including, but not limited to, R.C. 3319.16.
8. The Sick Leave Pool Committee may require any teacher, who wishes to use the pool, to furnish reasonable evidence or a statement from their attending physician certifying that absence from work was required for one of the reasons set forth in this Article. Abuse of sick leave may be grounds for discipline or termination actions. This action may include a suspension for two (2) days without pay for each violation of the sick leave pool policy and specifically supersedes any provision to the contrary found on the Ohio Revised Code including, but not limited to, R.C. 3319.16.
9. Sick Leave Pool Committee shall be composed of the Superintendent or his/her designee and three (3) teachers appointed by the OCFT President.
 - a) The Sick Leave Pool Committee shall review and approve or deny all applications to the Sick Leave Pool. They shall also determine the necessity for additional contributions to the pool and shall notify the OCFT President of the need for said contributions.
 - b) The Sick Leave Pool Committee shall be responsible for reporting data concerning the Sick Leave Pool to the Board Treasurer.
 - c) Decisions of the Sick Leave Pool Committee are final.

- d) The Sick Leave Pool Committee shall review the operation of the Sick Leave Pool annually, and shall make recommendations, if necessary, for modifications of the plan to the negotiating teams of the Board and OCFT.

10. General Procedures

- a) Days allotted from the Sick Leave Pool shall be paid at 100% of the teacher's daily rate of pay.
- b) Allotments from the Sick Leave Pool shall be made only for absences under a teacher's normal teaching contract. Allotments shall not be made for absences in programs such as summer school, extended services, or any other part-time or second position held by a teacher with a full-time contract.
- c) Days may not be received from the pool for absences due to child birth (natural or cesarean section). Utilization of the Sick Leave Pool for complications arising from pregnancy or child birth may be authorized by the Sick Leave Pool Committee.
- d) An employee on leave shall have the right to voluntarily monitor the progress of the students, help the substitute meet with parents, etc. during the course of the sick leave, but such arrangements are not to be conditions of said leave and are totally at the discretion of the teacher.

XIII. WORK RELATED INJURY PROGRAM

- A. Any teacher sustaining injury from an accident/assault in the course of employment shall, concurrent with seeking any necessary medical attention, complete and present to the immediate supervisor, and Employee Incident Report (see Appendix) within 24 hours. In doing so, the teacher shall choose whether or not to participate in the Injury Pay Program.

B. Participation in Injury Pay Program:

1. Teachers electing to participate in the Injury Pay Program shall seek treatment from a “program” physician or facility (as defined below), who shall in turn render a diagnosis, prognosis, and a return to work prescription.
2. Upon the “program” physician’s determination that employee teacher shall be absent from work, wage continuation identified as accident/assault on duty for payroll purposes, shall be granted. The length of such absence shall be determined by the “program” physician’s written authorization and may extend up to sixty (60) school days immediately following the incident. Should such disability exceed 60 school days, the Administrator on application thereof and proof of continued disability, as determined by the program physician, may extend the period during which such teacher is carried on the regular payroll. The length of such extended period or periods shall not exceed one (1) year. Injury pay extension requests accompanied by a “Statement of Program Physician” setting forth the nature of the illness or injury and the need for additional time, must be presented to the Administrator no later than one (1) week after expiration of the original sixty (60) days disability period. If the above requirements are not fulfilled, the request for injury pay extension may not be considered.
3. At the expiration of the wage continuation granted, if the teacher is still unable to return to work, the teacher may elect in writing to use accumulated sick and other accrued time. If the teacher is still unable to return to work, payment of normal wages shall be stopped and the Industrial Commission shall be requested to begin weekly payment under the provisions of the Worker’s Compensation act. Wage continuation shall further cease under the following conditions:
 - a) Personal physical releases employee to return to work.
 - b) Teacher returns to work for another employer.
 - c) Teacher does not appear for employer-sponsored medical examination.
 - d) Teacher has reached maximum medical recovery and/or the condition has become permanent.
 - e) The claim is found to be fraudulent after payment has commenced.
 - f) Employment termination or violation of any board policy and/or state law or guideline.

4. An employee may, after the initial evaluation by the program physician, elect to continue treatment with their personal physician provided the program physician's recommendations are followed. The teacher shall sign any necessary waivers to allow their personal physicians to release the information to the program physician. The teacher's personal physician shall be the physician of record for workers' compensation purposes. If the opinion of the teacher's treating physician conflicts with that of the program physician and such opinion is presented to the Administrator in seven (7) calendar days of the program physician's evaluation, and if the physicians cannot agree after consultation, the teacher shall be referred for a third opinion at St. Vincent's Hospital. The cost of such third opinion shall be absorbed equally by the Board and the OCFT. The third opinion shall be determinative of the teacher's injury pay status under the contract and shall not be subject to further appeal or review. If the third opinion is consistent with the program physician's plan and the teacher fails to abide by the rehabilitation plan, or if the teacher enters and later drops out of the plan, the Board can recoup injury pay advanced from the teacher's sick time accumulation. If the teacher does not have a sufficient sick time balance, the Board shall recoup the injury pay by reducing future sick leave earnings by one-half until the injury is fully recouped.

C. In those cases when an teacher chooses not to participate in the Injury Pay Program, the teacher shall further choose compensation under the Workers' Compensation laws of the State of Ohio or use of personal sick time for any absence from work. This choice shall be made on the Incident Report Form. Teachers opting out of the Injury Pay Program are cautioned to be aware of the Bureau of Workers' Compensation guidelines when selecting a physician outside the network established by the Board.

D. Program Physician/Facility:

St. Charles Hospital E.R. and Work Injury Network
2600 Navarre Avenue
Oregon, Ohio 43616

Treatment rendered by any physician at the above mentioned facility, shall constitute treatment by a program physician.

XIV. TEACHER PROTECTION

A. Pay Check Distribution

Distribution of paychecks shall be made by direct deposit into the teacher's bank account only. An electronic pay stub shall be sent via e-mail to the district account unless notified otherwise by the teacher. When pay day falls on a day on which there is no school, teachers shall be issued checks payable on the day preceding such a break in the school schedule providing that the break does not occur more than three days prior to their regularly scheduled pay. When a calendar-oriented adjustment is necessary in pay check sequence, teachers shall be given two months advance notice.

B. Personnel File

1. There shall be only one personnel file for each teacher which shall be kept in the Central Office. Within said file, a separate private file folder (different color) shall contain that information which is protected by law (R.C. 149.43). All material placed in the file must have proof of authorship (i.e., a signature). Teachers shall be notified in writing of all requests for information from their personnel files at the time of said requests, except for requests by administrators and members of the Board. This notification shall include the name of the person seeking information and the nature of the information sought.
2. All employment decisions made by the Board shall be based upon the official employment personnel file located in the Central Office. An incident or act that an administrator feels should be reduced to writing and placed in the Central Office's personnel files must be done so within fifteen (15) school days from the date the incident or act became known to the said administrator. No material shall be placed in the teacher's file without first giving the teacher an opportunity to examine it.
3. The teacher shall be afforded the opportunity to acknowledge that he/she has read such material by affixing his/her signature and date on the actual copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed and does not necessarily indicate agreement with its contents. In the event that the teacher refuses to sign the document within five (5)

school days, the Administration shall give a written notice to the teacher and the OCFT President that the document is included in the teacher's personnel file. The administrator or the teacher may include material in the file that is complimentary to the teacher's performance and is related to teaching or to civic matters.

4. A teacher shall be permitted to examine his/her official employment personnel file in the Central Office by giving the Superintendent or his/her designee (twenty-four) 24 hours notice of his/her intention to examine the file.
5. Upon written request a teacher shall be given a copy of any material in his/her file. If the OCFT is asked to file a grievance in behalf of the teacher, the OCFT shall also be entitled to a copy of any material in the file upon written permission to the personnel office from the teacher involved.
6. At the written request of the teacher, any written evaluations of job performance which are five (5) years or older shall be removed from the teacher's personnel file.
7. Unless otherwise requested by the teacher, an OCFT representative shall be present at any conference in which a principal or other administrator desires to discuss, with employee teacher, matters which may adversely affect his/her position.
8. It is agreed that any reports or records, or any information found therein, which were filed prior to January 1, 1975, shall not be the subject of a grievance or any other quasi-legal proceeding initiated by or on behalf of any teacher, any group of teachers, the OCFT, the Administration, or the Board.

C. Academic Freedom

Teachers shall enjoy academic freedom to the extent that they shall be free from unreasonable interference in the conduct of their classes including the grading of students.

D. Implementation of Adopted Courses of Study

The parties agree that academic freedom is essential to the educational process. It should be agreed, however, that the courses of study exist so as to provide the instructional content in that particular area for which it was designed.

E. Taping of Teachers

1. It shall be understood that the inter-communication system and any audio or video taping shall not be used for observation or evaluation of teachers. Furthermore, taping shall not be used in any meeting involving a teacher or administrator unless both parties agree in advance. If both parties agree to the recording, immediately following the meeting, the master tape shall become the property of the individual who initiated the request. This individual shall retain possession of this tape for a period no less than ninety (90) calendar days.
2. When an individual other than a teacher or administrator initiates the taping request, and all parties agree to the taping, immediately following the meeting, the master tape shall be placed in the student's permanent file for one (1) year. This tape shall be available to all parties who are authorized to review the file. This tape shall not leave school premises nor shall it be copied.

XV. SENIORITY LISTS

A. Seniority Lists

1. Seniority lists by area of certification, which include the teacher's certification(s), last date of hire of continuous employment, the number of years of seniority credited, and the type of contract, shall be prepared by the Administration. System seniority shall apply and is defined as the total number of years of continuous service in the Oregon City Schools from the most recent date of hire. A year is defined as 120 days of work and/or leave with pay in any one school year. Board approved leaves, and absence due to reduction in force, shall not interrupt continuity of service for purposes of seniority, (i.e., a teacher goes on leave with 9 years seniority and upon returning shall have 9 years seniority).

2. Such lists shall be given to the OCFT president and posted in each building on or before November 1 of each year. These lists shall be updated as needed. Challenges to these lists may be made at any time in writing to the Superintendent's Office. Any challenges made after the appointment of the list shall not apply to that appointment.

B. Experience Credit for Part-Time Teachers

All part-time teachers who meet the eligibility requirements for one (1) year of service credit shall be given one (1) year of experience credit on the Oregon City Schools Continuous Service Seniority List. Eligibility shall be defined as 120 days of work and/or leave with pay in any one school year.

C. Tutors

Tutors, paid hourly and less than 120 days consecutive full days of service in one school year, shall be eligible for placement on the recall list in accordance with our Reduction in Force policy. Tutors, paid hourly, and working more than 120 days shall not be eligible for tenure or placement on the salary schedule and do not have rights to seniority list.

D. Long-Term Substitute Teachers

1. Long-term substitute teachers (i.e., per diem teachers) shall be placed on the seniority list provided they have completed 120 consecutive full days of continuous service in one specific position (excluding permanent building subs) in the school year in the Oregon City Schools. Absence up to five (5) school days after beginning the assignment for personal or family illness, or due to school delays or closings, shall not be considered a break in continuous service. Absence for the above reasons also shall not count toward accumulating 120 days of continuous service.
2. Substitutes with less than 120 consecutive full days of continuous service (as defined above) in one (1) year in the Oregon City Schools shall not be placed on the seniority list. After fifty-nine (59) school days in an assignment, all long-term substitutes shall be evaluated using the same procedures, but not the same time line, as those required for regular contract teachers.

XVI. OPEN POSITIONS AND VACANCIES

A. General Provisions

1. Nothing in this Agreement restricts the Superintendent's ability to transfer and/or assign teachers as outlined in R.C. 3319.01; however, any transfer and/or assigned teacher shall have the right to a conference with the Superintendent or his/her designee to discuss the reason for the transfer and/or assignment. An OCFT representative shall make himself/herself available and present, upon the request of either the teacher or the Superintendent or his/her designee, at the conference by the Superintendent or his/her designee.
2. A "transfer" is a change in position during the current school year.
3. An "assignment" is a change in position for the following school year.
4. An "open position" is not a vacancy, but rather a position left unfilled by either a transfer or an assignment.
5. A "vacant position" is a position that has not been filled after exhausting the "open position" process.
6. While a teacher may submit to the Superintendent or his/her designee a written request for a transfer and or assignment at any time, only those written requests submitted prior to the Board's intent to fill either an open position or a vacant position shall be considered for purposes of either Article XVI(B) or (C).
7. A "district position" is a position that is not building specific including, but not limited to, intervention specialists, speech and language pathologists, school psychologists, counselors, gifted and talented, art, music, physical education, adaptive physical education, coordinator and Title I.
8. The "receiving team" shall consist of at least the principal and/or program administrator, the team leader/departments chairperson, and the building representative. The principal/program administrator and the building

representative shall mutually agree upon any additions to the receiving team. The names of the receiving team shall be sent to the Superintendent or his/her designee and the OCFT president at least forty-eight (48) hours before the first interview if such interviews are deemed appropriate by the receiving team.

B. Open Positions

1. In the event the Board desires to fill an open position, the Board shall first offer the open position to the most senior teacher on the recall list who is eligible for the open position.
2. If no teacher from the recall list either accepts or is eligible for the aforesaid open position, the Board shall issue a district wide electronic communication notifying all teachers of the Board's intent to fill the open position.
3. Any interested teacher shall submit a letter of interest to the Superintendent or his/her designee within seven (7) school days during the school year, or seven (7) calendar days during the summer, of the date in which the aforesaid notice was issued.
4. Within ten (10) calendar days of closing of the aforesaid application deadline, unless extended by the Superintendent, the receiving team shall select and submit, in writing, to the Superintendent one applicant based upon qualifications, seniority, and certification/licensure. In the event the receiving team deems two (2) or more applicants to be equally qualified, the receiving team shall select the eligible applicant with the greatest system seniority for submission to the Superintendent.
5. The Superintendent shall have the sole discretion in determining whether to approve the recommendation, make different transfer/assignment, or make no transfer/assignment.
 - a) If the Superintendent either approves the recommendation of the receiving team or makes a different transfer/assignment, then the position held by the teacher transferred/assigned to the "open position" shall become open and that position shall be filled in accordance with this section - i.e., Article XVI(B).

- b) If the Superintendent neither approves the recommendation of the receiving team nor makes a different transfer/assignment, the position shall be considered a “vacant position” and filled in accordance with the section below – i.e., Article XVI(C).

C. Vacant Position

1. If the Superintendent neither approves the recommendation of the receiving team nor makes a different transfer/assignment in accordance with the section above- i.e., Article XVI(B) - an “open position” shall be considered a “vacant position.”
2. In the event the Board desires to fill a vacant position, the Board shall first offer the vacant position to the most senior teacher on the recall list who is eligible for the vacant position.
3. If no teacher from the recall list either accepts or is eligible for the aforesaid open position, the Board shall issue a district wide electronic communication notifying all teachers of the Board’s intent to fill the vacant position. The Board may issue external notices of the vacant positions as well.
4. Any interested applicant shall submit a letter of interest to the Superintendent or his/her designee within seven (7) school days during the school year, or seven (7) calendar days during the summer, of the date in which the aforesaid notice was issued.
5. Within ten (10) calendar days of closing of the aforesaid application deadline, unless extended by the Superintendent, the receiving team shall select and submit in writing, to the Superintendent one applicant based upon qualifications, seniority, and certification/licensure. In the event the receiving team deems two (2) or more applicants to be equally qualified, the receiving team shall select the eligible applicant with the greatest system seniority for submission to the Superintendent.
6. The Superintendent shall have the sole discretion in determining whether to approve the recommendation, make a different appointment or make no appointment.

- a) If the Superintendent either approves the recommendation of the receiving team or makes a different appointment, then the vacant position shall be considered filled.
- b) If the Superintendent neither approves the recommendation of the receiving team nor makes a different appointment, the position shall remain a “vacant position” and filled in accordance with this section – i.e., Article XVI(C).

XVII. CONTRACTS AND EVALUATIONS

A. General Provisions

1. The evaluation provisions outlined in this Article and throughout this Agreement specifically supersede any and all evaluation procedures outline in R.C. 3319.11 and R.C. 3319.111
2. The continuing contract eligibility provisions outlined in this Article and throughout this Agreement specifically supersede any and all continuing contract award procedures outlined in R.C. 3319.11 and R.C. 3319.111. For example, it is understood that the waiver provision contained in this Agreement mandating that a teacher eligible or may be eligible for a continuing contract must provide notice of the teacher’s intent in order to be considered for the same on or before October 10 is not contained in R.C. 3319.11 or R.C. 3391.111. Likewise, it is further understood that the waiver provision contained in this Agreement mandating that a teacher eligible for a continuing contract must provide his/her professional certificate/license to the Superintendent’s Office on or before October 10 in order to be eligible for continuing contract consideration is not contained in R.C. 3319.11 or R.C. 3319.111.
3. The termination provisions outlined in this Article and throughout this Agreement specifically supersede any contrary termination provision outlined in R.C. 3319.16.
4. While just cause is required to terminate a teacher’s employment contract under R.C. 3319.16, just cause is not required to non-renew a teacher’s employment contract under R.C. 3319.11 or R.C. 3319.111.

5. This Agreement recognizes the existence of a Board adopted evaluation policy and procedure. This procedure, as outlined on this Agreement and in the Evaluation of Teacher Performance manual, a copy of which is attached hereto and incorporated herein beginning on page A2 in the Appendix, shall be the official evaluation procedure used within the Oregon City Schools and should be reviewed at least every five (5) years. This policy superseded the evaluation procedure as contained in the Ohio Revised Code 3319.11 and 3319.111. This policy and procedure may only be changed by mutual agreement of the OCFT and the Administration and adoption by the Board. Teachers whose primary duties are non-teaching in nature shall be evaluated using the Evaluation Report for Non-Teaching Unit Members. Individuals in this category with regularly assigned teaching responsibilities shall also be evaluated using the instrument for classroom teachers.
6. The October 10 meeting dates contained in Article II of the Evaluation of Teacher Performance shall be changed to October 15.

B. Contract Sequence: Full-Time and Part-Time Teachers

Limited contract sequence shall be as follows: first contract - 1 year, second contract - 1 year, third contract - 3 years, and thereafter 4 years. Nothing in the eligibility factor to offer this sequence, however, shall abridge the right of the Board to terminate or non-renew so long as termination or non-renewal is done in accordance with this Agreement.

C. Termination

When a contract is terminated by action of the Board, the teacher shall be furnished with written notice offering full specifications of the grounds for such termination. At the request of the teacher, a hearing shall be held pursuant to R.C. 3319.16.

D. Non-Renewal

1. Recognizing the Board's right of contractual non-renewal, the Board shall not use non-renewal of contracts as a method of reduction in force.
2. Notification of non-renewal shall be in writing. In determining the performance of a teacher in his/her area of certification, the evaluation procedure shall be used.

3. Reasonable effort by a building administrator or his/her designee must be made to aid the teacher to correct performance deficiencies.
4. Application of this Article shall be congruent with the evaluation procedure as set forth in the existing document known as - "Evaluation of Teacher Performance," a copy of which is attached hereto and incorporated herein and the provisions of which specifically supersede R.C. 3319.11 and R.C. 3319.111.
5. A teacher notified of non-renewal shall, at his/her request, be granted a conference with the administrators involved and a representative of OCFT.
6. If a long term substitute teaches more than 120 days before the end of the school year, he/she shall be non-renewed.

E. Eligibility for Tenure

1. Any teacher who becomes eligible for tenure after action by the Board extending said teacher a limited contract may make a request to the Superintendent on or before October 10 requesting that the teacher be placed on the one year contract sequence for evaluation as outlined in the Evaluation of Teacher Performance so that the Superintendent may consider the teacher for a continuing contract. It is understood that the teacher must have on file in the Superintendent's Office his/her professional certificate/license on or before October 10 in order to be eligible for continuing contract consideration. Upon having certification/licensure on file and submitting the request by October 10, the Board shall take one of the following actions:
 - a) Offer to rescind the current limited contract and extend an offer of a continuing contract, or
 - b) Offer to rescind the current limited contract and extend an offer of an additional limited contract not to exceed two (2) years with reasons directed at the professional improvement of the teacher in accordance with the provisions of R.C. 3319.11; or
 - c) Reject the request for consideration for continuing contract and leave in force the teacher's current limited contract.

2. Upon notification of the action taken by the Board, the teacher shall elect to concur in the action taken in (1)(a) or (1)(b) above or to serve the balance of the term of the limited contract.
3. Final Year of Contract:
 - a) Teachers who are eligible and want to be considered for a continuing contract shall give notice on or before October 10 using the form on page A8, and it shall be the policy of the Board to follow the procedures outlined in and pursuant R.C. 3319.11.
 - b) Teachers who are eligible and do not want to be considered for a continuing contract shall give notice on or before October 10 using the form on page A8. This provision specifically supersedes any contrary provision of R.C. 3319.11 or R.C. 3319.111 in as much as that statute does not provide for either a notice or a waiver provision.
4. Interruption of Multi-Year Contract:
 - a) This provision specifically supersedes any contrary provision of R.C. 3319.11 and R.C. 3319.111 in as much as that statute does not provide for granting tenure in the middle of a multi-year contract or any related process.
 - b) Any teacher who becomes eligible for tenure during the course of a multi-year contract shall provide notice on or before October 10 using the form on page A8, to the Superintendent requesting that the teacher be considered for tenure effective July 1. It is understood that the teacher must have on file in the Superintendent's Office his/her professional certificate/license in order to be eligible for tenure consideration. The Board shall take one of the following actions:
 - (1) Offer to rescind the current limited contract and extend an offer of a continuing contract, or
 - (2) Offer to rescind the current limited contract and extend an offer of an additional limited contract not to exceed two (2) years with reasons directed at the professional improvement of the teacher in accordance with the provisions of R.C. 3319.11 and R.C. 3319.111, or

- (3) Reject the application for consideration for tenure and leave in force the teacher's current limited contract.
 - c) Upon notification of the action taken by the Board, the teacher shall elect to concur in the action taken in (b)(1) or (b)(2) above or to serve the balance of the term of the limited contract.
- F. The parties agree to engage and continue the development of an effective Evaluation of Teacher Performance tool in accordance with the "Race to the Top" and Ohio Department of Education guidelines as outlined Evaluation Committee's approved scope of work.

XVIII. REDUCTION IN FORCE

- A. The reduction in the number of teachers may be made due to decline in enrollment, return to duty of regular teachers after leaves of absences, insufficient revenues, staff realignment, or by reason of suspension of schools or territorial changes affecting the district, and shall be accomplished by the suspension of contracts based upon the recommendation of the superintendent in accordance with R.C. 3319.17
- B. Recognizing the Board's right of contract non-renewal for performance reasons, the Board shall not use non-renewal of contracts as a method of reduction in force.
- C. The determination of contracts to be considered for suspension shall be according to the following:
 1. If the Board is contemplating a reduction in force of teachers, it shall so notify the OCFT at least sixty (60) calendar days before the proposed effective date of the reduction in force. Such notice shall be in writing and shall include the specific positions to be affected, the proposed time schedule, and the reasons for the proposed action.

- a) Within five (5) calendar days after receiving the aforesaid notice, the Board shall, if requested to do so, grant the OCFT the opportunity to appear before the Board to present written and/or oral arguments concerning the proposed reduction in force. The Board shall provide the OCFT with a decision at the meeting.
 - b) If the Board denies the OCFT's appeal, the OCFT and the Board's designee shall have five (5) calendar days to review the system seniority list as outlined in Article XV(A).
 - c) Within ten (10) calendar days of approving the system seniority list, the OCFT and the Board's designee shall mutually submit written, involuntary transfer or assignment recommendations for the Superintendent's consideration based upon system seniority and certification/licensure. If the Superintendent's approved transfers or assignments result in any overstaffing in any given position, then the Board shall layoff the least senior teacher(s) in said position(s).
 - d) Within ten (10) calendar days of receiving the aforesaid recommendation, the Superintendent shall have the sole discretion in determining whether to approve and submit the same to the Board for action.
 - e) Any teacher who is laid-off as a result of either a position abolishment or overstaffing shall be notified, in writing, at least thirty (30) calendar days before the effective date of the layoff. Such notice shall include the proposed time schedule and the reasons for the proposed action.
2. Teachers currently holding continuing contracts shall be deemed senior to all teachers on limited contracts, as well as those teachers who shall be awarded continuing contracts effective July 1. Teachers who are awarded continuing contracts effective July 1 shall be deemed senior to all teachers on limited contracts. All teachers shall appear on a seniority list in order of years of experience in the system for each area in which they are certificated. The list shall show the kind of contract held, continuing or limited.
 - a) System seniority shall be subject to the teacher having a current, valid certificate to teach those subject areas affected.

- b) System seniority shall apply to per diem teachers who have served for at least 120 consecutive full days of continuous service in the same position in the Oregon City Schools and which include all board paid leaves within that school year.
- c) System seniority shall apply and is defined as the total number of years of continuous service in the Oregon City Schools from most recent date of hire. A year is defined as 120 days of work and/or leave with pay in any one (1) school year.
 - (1) Board approved leaves, and absence due to reduction of force, shall not interrupt continuity of service for purposes of seniority.
 - (2) If two or more teachers have the same number of years of continuous service, seniority shall be determined by:
 - (a) the date of the board meeting at which the teacher was hired, and then by:
 - (b) lot.
 - (3) Upon the giving of notice as provided in sub-section 1 above, the superintendent shall cause a list to be posted in each school building, showing the seniority of each teacher employed by the board and shall promptly cause the posting of any changes in said list. A copy of such list and all changes thereto shall be given to the president of the OCFT or his/her designated representative.
 - (4) The names of teachers whose contracts are suspended due to reduction in force shall be placed on a recall list beginning with the first day of work missed due to such suspension. This shall be the effective date of contract suspension. Teachers on the recall list shall have the following rights:
 - (a) Teachers who have less than five (5) years seniority shall remain on the recall list for thirty (30) months after the effective date of his/her

layoff. Teachers with five (5) or more years seniority or who are tenured, shall remain on the recall list for thirty-six (36) months after the effective date of his/her layoff unless he/she:

- (i) waives his/her recall rights in writing;
 - (ii) fails to accept recall to any position for which such teacher is certificated. However, if the position offered is not one that the teacher served in during the past three (3) years, he/she may choose to remain on the recall list in accordance with 4(a) above.
- (b) Teachers shall be recalled to any vacancy for which he/she has proper certification on file.
 - (c) No new teacher shall be employed or assigned by the board while there is a teacher on the recall list who is certificated as described in (b) for the vacancy or new position.
 - (d) Teachers on the recall list shall be recalled in reverse order of suspensions to fill vacancies or new positions in areas for which they are certificated as described in (b). No teacher on the recall list has the ability to displace any teacher not on the recall list regardless of certification/licensure or system seniority.
 - (e) When there is a vacancy within the bargaining unit, that teacher with the most seniority among those teachers laid off and certificated for the position shall be restored by the board at the same seniority and fringe benefits as he or she would have received if the layoff had not taken place; provided, however, that such teacher shall not be granted service credit, for salary purposes, for such time such teacher's contract was suspended. No new teachers may be hired by the board for any position as long as there is an eligible teacher certificated as described in (b) for the position on the recall list.
 - (f) Notice of recall shall be given in writing and sent by certified mail to the last known address of the teacher. A copy of the notice of recall

shall be given to the OCFT. If a teacher fails to respond within ten (10) days after receipt of the above notice of recall, he/she shall be deemed to have refused the position offered.

- (g) Area and area(s) of certification shall be defined as the “areas” as found on teaching certificates held by individual unit members.
- (h) For the purpose of implementing reduction in force, the following definitions shall apply:
 - (i) Insufficient revenues occur when reasonable budgetary cuts have been made and anticipated sources of revenues are exhausted.
 - (ii) Staff realignment is defined as a major change brought about by internal restructuring of the school system; e.g., K-6 to K-5; 9-12 to 8-12, etc.

XIX. PERSONNEL ASSIGNMENT

A. Certification Responsibility

Certification is the responsibility of the teacher.

B. Oregon Licensure Committee

1. The Oregon Licensure Committee shall be responsible for review and approval of all certificate and license renewals using the standards developed and approved by the Local Professional Development Committee.
2. The Oregon Licensure Committee shall consist of eight (8) members, four (4) from the teaching staff and four (4) administrators or administrative appointees. The four teacher representatives shall consist of: one (1) elementary, one (1) middle school, and two (2) high school, one of whom is from the career and technology department. When the renewal process for an administrator is being evaluated, one (1) teacher representative shall not vote. When the renewal process for a teacher is being evaluated, one (1) administrative representative shall not vote.

3. Teaching representatives on the committee must have three (3) years of teaching experience in the Oregon City Schools. These license committee positions shall be posted during the first week of February and follow the normal posting procedure. From this list, the committee members shall be appointed by mutual agreement of the President of the OCFT and the Superintendent.
4. The first year, members shall serve a one, two, or three year term. Names shall be drawn to determine the length of the term for each member. Every year thereafter, committee members shall be appointed for three year terms. At the end of their term, members may apply for another term.
5. In the event of a vacancy on the committee, the President of the OCFT and the Superintendent shall select a replacement from the list of applicants from the most recent posting. This person shall be given the opportunity to serve. If the person selected declines, the procedure shall be repeated. If no one from the current list of applicants accepts the appointment, the vacancy shall be posted and the normal procedure shall be followed.
6. The first meeting of the Licensure Committee shall be in March. At this meeting, the committee shall choose a Chairperson and a Recorder. The Chairperson shall then be a representative on the District Professional Development Team. The Chairperson shall determine if committee members are fulfilling their responsibilities and communicate the need for replacement to the President of the OCFT and the Superintendent, if needed.
7. The committee shall meet on the same day once a month (Example: the first Wednesday). The day shall be chosen by the committee at the March meeting and all staff members shall be notified as to the date chosen. The need for additional meetings may be determined by the committee. All meetings shall be held during non-working hours. The committee shall determine where the meetings shall be held.
8. Teachers serving on the committee shall be compensated at the hourly rate for the first year. Every year thereafter these positions shall be considered supplemental and be compensated as such.

C. Residency Program

The District Leadership Team shall develop a Residency Program in accordance with regulations from the Ohio Department of Education.

D. Teaching/Non-Teaching Assignments

A copy of the current teaching and non-teaching assignments shall be posted within the school building and shall be given to the building representative.

E. Supervision of Student Teachers

Teachers recognize a professional responsibility to help prepare and supervise students in education from universities. However, cooperating teachers must have Pathwise training, satisfactory evaluations, a multi-year contract, and must meet the certificate and licensure standards for their position in order to have a student teacher placement.

F. Grouping of Students

The criteria by which the children are grouped shall be made available to the teachers by the principals upon request.

G. Posting of Vacancies

1. The Board shall post all vacancies and newly created positions including extracurricular and administrative positions at least seven (7) school days prior to being filled. Such posting shall appear in the general office of each school building with a copy sent to the OCFT President and each building representative.
2. All newly created positions or created from the experimental program provision shall be posted district wide. These positions must be a newly created program, and does not include teaching positions created simply by adding an additional teacher(s) within an existing department, teaching an existing curriculum.
 - a) On the last working day of the school year, all unit members shall receive a current list of available positions.

- b) All available positions shall be listed on the district website: www.oregoncityschools.org, which shall include date of posting and ending dates.
- c) All vacancies shall be posted in each building.

XX. COUNSELORS' DUTIES

- A. It is recognized that the school counselor is not the school disciplinarian. However, the counselor may incorporate the disciplining of a student into his/her counseling plan for that student so long as it is within acceptable guidance counseling methods.
- B. A case load maximum of one counselor for each 400 students is recognized.
- C. The counselors shall have an advisory role in the placement of students.
- D. The counselors shall meet annually with the Superintendent or his/her designee to discuss and implement a comprehensive long-range plan to improve counseling services K-12.
- E. A job description shall be developed for counselors.

XXI. FAIR PRACTICES

- A. Negotiation Preparation

The Board shall make available to the OCFT upon its request any and all information, statistics, and records relevant to negotiations, where necessary for the proper enforcement of the terms of this Agreement, to the extent to which such material is readily available or is reasonably obtainable.

- B. Leave for Negotiations

Whenever teachers are mutually scheduled by the parties to participate during working hours in conferences, meetings, or in negotiations regarding the collective bargaining agreement, they shall suffer no loss in pay.

C. Cancellation of School

The Superintendent shall announce school closing due to emergencies as soon as possible. Official representatives of the school district shall call the radio stations and the TV stations and shall make every reasonable attempt to notify the staff through the radio and/or TV media.

D. Delay of School

In the event school is delayed for any reason, teacher starting time shall be delayed the same amount of time.

E. Reassignment/Tuition Reimbursement

Where reassignment is requested by the Administration and agreed to by the teacher and additional hours are required to qualify for the assignment, reimbursement of tuition, fees, and costs of books shall be made.

F. Open House

The staff shall be surveyed by the principal as to the day and time of Open House. The date and time shall reflect the results of the survey.

G. Positive Personnel Communication and Non-Discrimination

All teachers shall utilize positive personnel communication techniques in the course of their employment. No teacher shall discriminate against any other teacher on the basis of race, creed, color, national origin, sex, age, marital status, disability or membership or non-membership in, or association with, the activities of the OCFT.

H. Job Descriptions

There shall be a job description for each position held by teachers and for any position referred to in this Agreement. Each teacher shall receive a copy of his/her job description when they are hired. A copy of all district job descriptions shall be available in the main office of each building.

XXII. STAFF DEPARTMENT/GRADE-LEVEL MEETINGS

A. Building Faculty Meetings

Building faculty meetings shall be scheduled as agreed to by the principal and a majority of the faculty. They shall be held on school time unless otherwise agreed to by the principal and a majority of the faculty. The faculty shall be permitted to include items on the agenda.

B. Department and Grade Level Meetings

Department and grade level meetings shall be scheduled as agreed to by the principal or appropriate administrator and a majority of the faculty in the department or grade level involved. They shall be held on school time unless otherwise agreed to by the principal or appropriate administrator and a majority of the faculty involved. The faculty shall be permitted to include items on the agenda.

C. Advance Notice of Department/Grade Level Meetings

The administrator should give notice of all departmental and grade level meetings at least forty-eight (48) hours in advance.

D. High School/Middle School Department and Grade Level Meetings

At the high school or middle school level, principals and/or an appropriate administrator can schedule staff/departmental/grade-level meetings up to one (1) hour/per individual/per month beyond the workday of additional time in fifteen minute increments for the purpose of curriculum, school improvement or other related topics. Flex time (early release or late arrival) for the additional time shall be agreed upon between the principal and a majority for the staff involved. Flex time longer than fifteen (15) minutes shall be voted on as outlined in Section XXII, Parts A and B. This flex time cannot be accumulated nor utilized during the instructional day.

E. Attendance at Faculty Meetings

Teachers, including those engaged in extracurricular activities, may be excused from attendance at faculty meetings if important prior commitments have been made and if the principal is notified at the time the meeting is announced. Course work at the

university shall be recognized as an excuse if the attendance at the teachers' meeting would require the teacher to be absent from the class.

F. District-Wide Faculty Meetings

District-wide faculty meetings shall be held upon notice from the Superintendent given at least forty-eight (48) hours in advance. Meetings may be called for emergency purposes. When possible, twenty-four hours advance notice shall be given.

G. Cancellation of a Meeting

If a cancellation of a meeting is necessary, notice shall be given forty-eight (48) hours in advance, or as soon as possible.

XXIII. OFFICIAL BOARD MEETING MINUTES AND AGENDA

- A. An electronic copy of all school board minutes shall be sent to the OCFT President as soon as they are legally approved by board action.
- B. The OCFT President or his/her designee shall be able to meet with the Superintendent for the purpose of discussing items, deemed relative by the Superintendent, of supplementary information included in the board meeting agenda. Such meetings may be held prior to each regular board meeting. The OCFT President or his/her designee shall receive a complete agenda and minutes with appendices and other appropriate written information given to the board members during the same day that board members receive their items.

XXIV. CURRICULUM AND INSTRUCTION

A. Case Review of IEP

When a student enters the Oregon City Schools and has an active IEP, a case review shall take place. Members of the IEP team have the right to convene an IEP team meeting in accordance with federal and state law.

B. Implementation of Courses of Study

Curriculum and instruction in the Oregon City Schools shall be characterized by systematic planning, articulation, implementation, and evaluation. The courses of study shall establish the core for curriculum and instruction.

C. Writing of Curriculum

Teachers at the grade level or subject area involved in curriculum study shall participate by assisting in the writing of curriculum studies or in the examination of textbooks which are being considered for adoption.

D. Experimental Programs

1. The Board and OCFT feel that experimental educational programs are important. The demand for quality public education has become a more integral part of our focus. It has been quite apparent that change, sometimes quite radical, has and shall be the focal point of our obligation to better educate the children in the Oregon City Schools.
2. The Board and OCFT have a tradition of working cooperatively seeking a quality educational environment. Our current agreement has many working rules, conditions, and past practices that have been established. While the agreement displays a good working relationship between all parties, in some special circumstances, the contract language may inhibit new, innovative, experimental programs. While we believe that the basic integrity of the agreement shall be maintained and shall only be changed through negotiation, it is our desire that we establish a procedure to allow development of experimental classes and programs beyond the scope of the regular day.
3. With this in mind, it becomes our mission to agree upon a special set of work rules for our school system. Therefore, we propose the following:
 - a) When it appears there is a need for a pilot program, the Administration shall provide a proposal for the program to the OCFT President.
 - b) All experimental programs shall be established only by mutual consent of the Superintendent and OCFT President.

- c) A written proposal must outline the following criteria:
 - (1) show need
 - (2) desired outcome
 - (3) long-term funding possibilities
 - (4) job description
 - (5) the duration of the pilot program shall be specific and of a limited time
 - (6) program and teacher evaluation shall be outlined prior to the start of the experimental phase of the program

- d) A certified teacher shall be hired and paid at the hourly rate of pay during the trial period.

- e) At the conclusion of the trial period, a decision by the Superintendent shall be made after conferring with the OCFT President to end the program or to make it a permanent program. Should it become a permanent position, regular posting procedures shall be followed. The new teacher shall be paid at negotiated rates and be eligible for all appropriate benefits.

E. Elementary Art Specialists

Art Specialists shall be available to assist the classroom teacher for the instruction of the visual arts for elementary students.

- F. Members of the middle school Student Assistance Team (“SAT”) shall be appointed by the Board and compensated through the supplemental salary schedule. The SAT shall be comprised of no more than five (5) teachers and shall be established prior to the next school year.

XXV. GRIEVANCE PROCEDURES

A. Definition

A grievance is a complaint by a teacher, as defined under OCFT recognition, that there is a violation, misinterpretation, or misapplication of the provisions of this Agreement or of established policy. As used in this Article, the term teacher shall mean either an individual, a group of teachers having the same grievance, or the OCFT.

B. Procedure

1. All grievances shall be presented and adjusted in accordance with the following procedure:
2. Informal Procedure: The teacher with a grievance may first discuss the matter with the principal or administrator concerned with the objective of resolving the matter informally.
3. Formal Procedure: The formal grievance procedure shall be the exclusive right of the OCFT.
 - a) Step 1: The grievance may be submitted to the principal of the school or administrator concerned within twenty (20) school days following the act or condition which is the basis of the grievance. The aggrieved teacher shall present his/her grievance in writing, five (5) copies of which shall be given to the building representative. Copies shall be given to the principal of the school involved, the Superintendent, and the OCFT Grievance Committee.
 - (1) A grievance may be submitted and thereafter discussed with the principal or administrator:
 - (a) by a teacher accompanied by an OCFT representative.
 - (b) by the OCFT representative without the aggrieved being present if the teacher so desires.
 - (c) by a local OCFT representative in the name of the OCFT.
 - (2) Within five (5) school days after receiving the grievance, the principal shall state his decision in writing, together with the supporting reasons, and shall furnish one (1) copy to the chairman of the Grievance Committee, and two (2) copies to the federation building representative, one of which shall be forwarded to the aggrieved party.
 - b) Step 2: Within ten (10) school days after receiving the decision of the principal, or administrator involved, the aggrieved teacher may - through the

OCFT representative or the OCFT in its own name - appeal from the decision at Step 1 to the Superintendent or his/her designee. The appeal shall be in writing and shall be accompanied by a copy of the decision and all written statements used in Step 1.

(1) Within ten (10) school days after delivery of the appeal, the Superintendent or his/her designee shall investigate the grievance, giving all persons who participated in Step 1 and representatives from the OCFT a reasonable opportunity to be heard. Upon request of the Superintendent or his/her designee or the OCFT, all parties shall meet at the same time.

(2) Within ten (10) school days after investigating the grievance, the Superintendent or his/her designee shall communicate his/her decision in writing, together with supporting reasons, to the aggrieved teacher, to the representative designated by the OCFT who participated in this step, and to the principal or administrator involved.

C. Arbitration

1. A grievance which is not resolved under the grievance procedure may be submitted by the OCFT to arbitration to the Federal Mediation and Conciliation Service ("FMCS"). Arbitration shall be the sole and exclusive remedy for alleged violations of this agreement.
2. Submission to arbitration must be in writing to the Superintendent and FMCS and must be made not later than ten (10) school days following the decision of the Superintendent at Step 2 of the Grievance Procedure.
3. The FMCS shall provide a list of seven (7) arbitrators. The Superintendent and the chairperson of the OCFT's grievance committee, or their respective designees, shall select the arbitrator from the list of seven arbitrators obtained from the FMCS by alternately striking names from the list. A coin shall be tossed to determine who shall strike first. The arbitrator shall not make any decision that is in violation of law or contrary to the provisions of this Agreement and shall have no power to add, subtract, amend, or modify the terms of this Agreement. The decision and award of the arbitrator shall be in writing and shall be final and

binding upon the parties. The arbitrators shall hear and decide only one grievance in each case. The arbitrator shall be bound by and must comply with all the terms of this Agreement. Fees and expenses of the arbitrator shall be borne equally by the parties.

D. General Provisions

1. Hearings held under this procedure shall be conducted at a time and place that shall afford a fair and reasonable opportunity for all persons including witnesses entitled to be present to attend.
2. When such hearings are held during school hours, all teachers who are directly involved at the hearing shall be excused for that purpose with pay. The time of the hearings shall be mutually agreed to by the OCFT and the Board.
3. The fact that a grievance is raised by employee teacher regardless of its ultimate disposition shall not be utilized in the promotion process; nor shall such fact be used in any recommendations for job placement; nor shall employee teacher be placed in jeopardy or be subject to reprisal for having followed this grievance procedure.
4. Released time to investigate grievances must not involve permission for teachers to leave their regularly scheduled classes. At the discretion of the principal, however, a teacher may be permitted to use his/her conference period for this purpose if such procedure does not disrupt the orderly operation of the school.
5. No grievant at any stage of the formal grievance procedure shall be required to meet with any administrator without OCFT representation concerning the grievance.
6. If a grievance arises from the action of authority higher than the principal of the school, the grievant and/or the OCFT may present such grievance directly to the authority involved. If the grievance is not satisfactorily resolved at this meeting, the grievant or the OCFT may proceed to Step 2.
7. If a grievance is of such nature as to require immediate action such as may be required in transfer cases, the person acting for the OCFT may appeal immediately to the office or person empowered to act, and said office or person

shall attempt to resolve the matter jointly with the OCFT representative. If the matter is not satisfactorily resolved, it may be appealed through the grievance procedure beginning with Step 2.

8. Failure at any step of this procedure to communicate with the decision on a grievance within the specified time limits shall permit lodging an appeal at the next step of this procedure within the time allotted had the decision been given. Failure to appeal a decision within the time specified time limits shall be deemed an acceptance of the decision. When cause for a grievance occurs, the first step of the grievance process must be taken within twenty (20) school days of its occurrence or of the grievant or OCFT's awareness of its occurrence.
9. The time limits specified in this procedure may be extended, in any specific instance, by mutual agreement in writing.

XXVI. SCHOOL CALENDAR

A. School Calendar

The school calendar shall include 185 days.

B. Teacher Work Days

The calendar shall incorporate one and one-half teacher work days at the beginning of the school year. The itinerary for the beginning day (a half day) shall be determined by the Administration. The second day (a full day) shall be for the purpose of preparing classrooms, lessons, and any other purposes for the beginning of the school year. The Reports and Records Day at the end of the year shall be one-half work-day in length. Half days shall be scheduled for the morning.

C. Negotiation of School Calendar

The internal arrangement of the school calendar shall be negotiated each year exclusively with the OCFT and other employees. Said negotiations shall develop a calendar two (2) years in advance.

XXVII. MISCELLANEOUS ITEMS AND BENEFITS

A. Entry Level ER&D Foundation One Class

1. All new teachers or those recommended by the Administration shall be required to attend and complete the Education Research and Dissemination (“ER&D”) Foundation One Class for credit. The class shall be offered beginning in August, 2002 through the first semester. The teacher shall be fully reimbursed after providing proof of successful completion with a passing letter grade to the Superintendent or his/her designee.
2. A previously experienced, but new to the district teacher, shall be enrolled and participate in the ER&D Foundations class. Any waivers must be mutually agreed upon by the Superintendent or his/her designee and the OCFT President or his/her designee.
3. There shall be on-going communication between the ER&D Site Coordinator and the Superintendent or his/her designee to coordinate professional development opportunities within the Oregon City Schools.

B. Tuition for ER&D Programs

A teacher who successfully completes, with a passing letter grade, any of OCFT taught ER&D programs through the Oregon City Schools shall have the entire tuition reimbursed.

C. Master Teacher Program

The District Leadership Team shall develop a Master Teacher Program in accordance with regulations from the Ohio Department of Education.

D. Number of Pay Checks

The contracts of all teachers shall be paid in twenty-one (21) or twenty-six (26) equal installments, as they elect by the first reporting date for teachers.

E. Payroll Deductions

1. Payroll deduction to qualify for the group discount at the Eastern Community YMCA shall be made available to teachers. The group payment shall be made by the Board Treasurer per agreement with the YMCA.

2. Teachers may have payments to the Ohio Tuition Trust Authority deducted from their paycheck.

F. Reimbursement Checks

For teachers entitled to reimbursement, the Board shall issue a check separate from the teacher's regular paycheck. Such reimbursement check shall be given to the teacher within thirty (30) calendar days from the date the teacher submits a request for reimbursement with proper paperwork completed through appropriate administrator to the Board Treasurer.

G. Regularly Scheduled Hourly-Rate Positions

All teachers of regularly scheduled hourly-rate positions, such as Summer School and Early Bird classes, shall turn in a time sheet. Pay shall be issued at the next pay period.

H. Smoking Cessation

Teachers enrolling in the American Lung Association Class for smoking cessation shall be reimbursed the cost following submission of receipt and form to the Board Treasurer. Reimbursement shall be made during the pay period following submission of the form and receipt. This shall be a one-time reimbursement.

I. District Forms

All district forms, shall be made available to all teachers electronically for downloading into a hardcopy format to the extent submission of the form electronically is not required by the Superintendent or his/her designee. All forms shall contain the most recent revision date.

J. Board Offered CEU's

The Board may be a provider of CEU's at no cost to the teaching staff.

K. Recertification/Licensure Reimbursement

All recertification of a teacher's teaching certificates and/or licensure fee(s) shall be fully reimbursed by the Board. Applicants shall be reimbursed within thirty (30) calendar days after the Board has received the approved certificate and/or license.

L. OCFT Member Enrollment of Children

Any parent/legal guardian, who is a teacher living outside the Oregon City School District, shall have the option of enrolling their child/children in the Oregon City Schools tuition free. Notification must be made to the Superintendent or his/her designee by August 1 of that school year.

M. Teacher Communication with Students and Parents

1. All teachers shall ensure that students and parents have on-line access to current, updated information (e.g., student data, grades, assignments, emergency medical forms, contact information, newsletters) through a student information management system.
2. All teachers shall be provided appropriate training on a student information management system.
3. All teachers assigned to grades 6 through 12 are required to keep all student information management systems current and updated tri-weekly.
4. All teachers assigned to grades 2-5 are required to keep all student information management systems current and updated tri-weekly.
5. All teachers shall communicate with students and parents in accordance with the Board's acceptable use policies and administrative guidelines.

N. Attendance at Athletic Events

All teachers and their immediate family members are permitted to attend Oregon City Schools athletic events free of charge upon presentation of employee identification.

XXVIII. PRIOR SERVICE CREDIT

A. Evaluation of Prior Service Credit

1. A maximum of five (5) years of previous teaching experience shall be recognized. Additional earned service credit may be awarded depending upon the need of the Oregon City Schools; however, the credit awarded at the time of hire cannot be subject to a further grievance or litigation. Previous service credit must be in teaching, which was full time and required at least a Bachelor's degree. Teachers shall be placed on the Oregon salary schedule at the appropriate degree and experience step as recognized at the time of hire. Full time teaching shall be

defined as 120 days of work and/or leave with pay in any one school year. This does not include career and technology teachers as in section XXV, part E, Career and Technology Salary Procedures.

2. Any two (2) semesters of full time teaching constitute one (1) year of experience. This provision applies to those persons entering employment for the first time for a full year of employment starting with the 1970-1971 school year and only experience obtained after September, 1970, shall be recognized.
3. A teacher who contracts to teach one-half day for a full year shall gain one (1) year of experience for each two (2) years in the Oregon City Schools on the salary schedule.
4. Beginning with the 2000-2001 school year, part-time teachers who meet the eligibility requirements for one (1) year of service credit shall be given one year of experience credit on the Oregon City Schools Teacher Salary Schedule. Eligibility requirements shall be determined by the State Teachers Retirement System of Ohio, Service Credit Decision Tree, 3307-01-08. A copy of this document is on file in the Treasurer's Office.
5. All tutors possessing a valid teaching certificate shall be placed on the Oregon City Schools' Teacher Salary Schedule at the appropriate experience step as outlined in the Agreement. To facilitate this agreement, all qualified tutors shall be placed on the appropriate experience step beginning with the 1998-99 school year. If the job description calls for less than a full school year, the salary shall be prorated at the contracted rate per days of service. Any additional time beyond the normal school day shall be addressed according to past practice and current contract language.

B. Career and Technology Salary Procedures

The procedures established in this section apply only to the career and technology education teachers who have not followed the traditional college preparation program, but have instead completed on-the-job work experience in business or industry. Since the salary schedule relates to teachers needing a college degree to receive a teaching certificate/license, the following procedures are designed to adapt this schedule for those needing work experience to receive a teaching certificate/license.

1. Engineering, Manufacturing and Health Services Teachers

a) Bachelor's Degree Column

An EMH teacher who meets the requirements for an initial two year provisional license shall be placed on the salary schedule under the Bachelor's Degree column. After subtracting five years of full-time work experience, the remaining years of full-time work experience and school teaching experience shall be totaled for placement on the proper step. Initial credit up to the eleventh step shall be permitted; however, additional credit may be awarded depending on the need of the district. Credit awarded at the time of hire cannot be subject to a grievance or litigation. Advancement thereafter shall be by teaching experience steps, college degrees, and/or certification/licensure.

b) 150 Semester Hour Column

An EMH teacher who meets the requirements for a four year career and technology certificate or a five year Professional License shall be placed on the salary schedule under the 150 Semester Hour column. If this certificate/license is held at time of hire, placement on the proper step and conditions are the same as described for the Bachelor's Degree column.

c) Master's Degree Column

An EMH teacher who meets the requirements for an eight year career and technology certificate or five year Professional License and holds a Bachelor's Degree shall be advanced to the Master's Degree column.

d) Master's Degree + 15 Semester Hours Column

An EMH teacher who receives a Master's Degree, after initial hire, shall be advanced to the Master's Degree + 15 Semester Hours column.

e) Advancement for Completion of Bachelor's Degree

An EMH teacher who receives a Bachelor's Degree, after initial hire, shall be advanced five additional teaching experience steps on the salary schedule. This advancement shall be in addition to any step entitled from teaching experience.

f) In accordance with the law, military service credit shall be added to the above.

2. Information Technology Teachers

Credit for one additional year of teaching experience shall be given on the salary schedule to career and technology certified/licensed teachers (requiring one year

work experience plus a BA degree) in Information Technology Education.

XXIX. INDEX, SALARY SCHEDULE AND OTHER BENEFITS

A. Index and salary schedule for the period from August 1, 2011, through July 31, 2014

Step	Credited Exp.	B.A.	B.A.+15	M.A.	MA+15 Sem. Hrs. MA+221/2 Qr. Hrs.	Specialist/ Two Masters	Ph.D.
0-A	0	34,936 1.000	36,595 1.0475	38,255 1.0950	38,255 1.0950	38,255 1.0950	38,255 1.0950
0-B	1	34,936 1.000	36,595 1.0475	38,255 1.0950	38,255 1.0950	38,255 1.0950	38,255 1.0950
1	2	36,561 1.04650	38,412 1.09950	40,264 1.15250	40,264 1.15250	40,264 1.15250	40,264 1.15250
2	3	38,185 1.09300	40,229 1.1515	42,273 1.2100	42,273 1.2100	42,273 1.2100	42,273 1.2100
3	4	39,810 1.13950	42,045 1.20350	44,281 1.26750	44,281 1.26750	44,281 1.26750	44,281 1.26750
4	5	41,434 1.18600	43,862 1.25550	46,290 1.32500	46,290 1.32500	46,290 1.32500	46,290 1.32500
5	6	43,059 1.23250	45,679 1.30750	48,299 1.38250	48,299 1.38250	48,299 1.38250	48,299 1.38250
6	7	44,683 1.27900	47,495 1.35950	50,308 1.44000	50,308 1.44000	50,308 1.44000	50,308 1.44000
7	8	46,308 1.32550	49,312 1.41150	52,317 1.49750	53,365 1.52750	54,413 1.55750	55,461 1.58750
8	9	47,932 1.37200	51,129 1.46350	54,325 1.55500	55,374 1.58500	56,422 1.61500	57,470 1.64500
9	10	49,557 1.41850	52,946 1.51550	56,334 1.61250	57,382 1.64250	58,430 1.67250	59,479 1.70250
10	11	51,181 1.46500	54,762 1.56750	58,343 1.67000	59,391 1.70000	60,439 1.73000	61,487 1.76000
11	12	52,806 1.51150	55,985 1.60250	60,352 1.72750	61,400 1.75750	62,448 1.78750	63,496 1.81750
12	13	54,430 1.55800	57,208 1.63750	62,361 1.78500	63,409 1.81500	64,457 1.84500	65,505 1.87500
13	14	54,430 1.55800	58,430 1.67250	64,370 1.84250	65,418 1.87250	66,466 1.90250	67,514 1.93250
14	15	54,430 1.55800	59,653 1.70750	66,378 1.9000	67,426 1.9300	68,475 1.9600	69,523 1.9900
15-16	16-17	56,107 1.6060	60,876 1.7425	68,387 1.9575	69,435 1.9875	70,483 2.0175	71,531 2.0475
17-19	18-20	57,784 1.6540	62,099 1.7775	70,396 2.0150	71,444 2.0450	72,492 2.0750	73,540 2.1050
20	21	59,461 1.7020	63,322 1.8125	72,405 2.0725	73,453 2.1025	74,501 2.1325	75,549 2.16250
21-23	22-24	60,300 1.7260	63,933 1.8300	73,409 2.10125	74,457 2.13125	75,505 2.16125	76,554 2.19125
24-25	25-26	61,138 1.7500	64,544 1.8475	74,414 2.1300	75,462 2.1600	76,510 2.1900	77,558 2.2200
26	27	62,815 1.7980	65,767 1.8825	76,423 2.18750	77,471 2.21750	78,519 2.2475	79,567 2.27750

B. Longevity

For the 2011-2012, 2012-2013 and 2013-2014 school years, teachers at step 24 and above shall receive a longevity payment in the first paycheck in December. Amounts are as follows:

<u>Steps</u>	<u>2011-2012, 2012-2013, and 2013-2014</u>
24-26	\$300.00
27-29	\$500.00
30 and up	\$600.00

C. Psychologist Compensation

Psychologists shall be compensated as teachers. Additional compensation for additional days for which they are contracted to work shall be reflected in the appropriate ratio.

D. Special Education Compensation

Each teacher of special education classes, including learning adjustment classes, shall receive \$275.00 per year above the regular salary schedule, so long as the aforementioned teacher was employed prior to January 1, 1977.

E. Professional Growth Fund

1. The professional growth fund shall be \$40,000. Teachers with one year of service or more in the Oregon City Schools shall be reimbursed for 50% of their tuition costs. This shall be to a maximum of \$750 for each individual per school year.
2. Teachers shall submit the standard requisition form to the Board Treasurer prior to enrollment/registration for credit course work. The Board Treasurer shall issue a purchase order to ensure reimbursement upon verification of completion of credit course work. Teacher shall submit an official transcript to the Board Treasurer with the grade of B or better to receive reimbursement.
3. When standard requisition form is not given to the Board Treasurer and the Fund is depleted, the teacher shall not be reimbursed.

F. National Board Certified Teacher Compensation

National Board Certified Teachers shall be additionally compensated with a stipend of \$1,000 per year. This stipend shall be paid the pay period immediately following June 1 of each year. The teacher must provide official certification to the Superintendent's Office annually no later than May 31.

G. In-service Instructor's Salary

In-service instructor's salary shall be at one and one-half times the hourly rate. This position shall be for inservice or classes taught to the Oregon staff not reimbursed by other agencies. The topic and the number of hours shall be approved by the Administration.

H. Instructor Reimbursement for Graduate Level Courses

Instructor Reimbursement for graduate level courses offered by the Oregon City Schools and taught by district staff or E R & D certified instructors shall be reimbursed at the following rate (regardless of number of instructors) per course:

1 semester hour	0.166 (index)
2 semester hours	0.332 (index)
3 semester hours	0.498 (index)

I. Advancement on Salary Schedule

1. During the length of this contract, it is the responsibility of the teacher who wishes to advance horizontally on the salary schedule to have his/her university notify the Superintendent of added credits.
2. Without such notification from the university, the teacher may not advance horizontally on the salary schedule because of a higher accumulation of credit hours or because of the conferring of a higher degree.

J. Extended Time

As provided within R.C. 4117.08(C) and applicable laws, the following are the only impairments upon management rights and responsibilities with respect to extended time:

The Superintendent or his/her designee shall annually consider the use of extended time by teachers.

1. Notice

- a) The Superintendent or his/her designee shall provide every teacher who is assigned extended time with prior written notice of such assignment before the teacher may perform any such extended time.
- b) The Superintendent or his/her designee shall provide any teacher who is currently assigned to receive extended time with prior written notification that such extended time may be changed upon the sole discretion of the Superintendent or his/her designee before such extended time is changed.

K. State Aid

An equal dollar distribution shall be made by the Oregon Board of Education of all new monies appropriated for teachers' salaries by the state.

XXX. INSURANCE, WELLNESS AND TAX SHELTER

A. Insurance

Hospitalization, medical, major medical, prescription drug, mail-order prescription drug, vision, and dental, coverage shall be provided by insurance carrier(s) mutually selected by the Board and OCFT. The selected carrier shall provide benefits equal to or better than the present coverage with the exception of the prescription drug deductible.

For the period of July 1, 2011, through June 30, 2014, the prescription drug deductible shall be:

- \$5 – Generic
- \$10 – Formulary
- \$25 – Non Formulary

1. For the period of July 1, 2011, through June 30, 2014, the Board shall contribute 85% to the nearest penny per month on the family plan for each family subscriber.

The Board shall contribute 85% to the nearest penny per month for a single subscriber. Beginning in July 1, 2012, this percentage may be changed by mutual agreement by the Superintendent and the OCFT President after reviewing the recommendation of the insurance committee.

2. The Board shall contribute 100% for a dental plan.
3. The Board shall provide VSP Choice Vision to the teachers beginning July 1, 2011. The Board shall pay 100% for this plan.
4. The Board shall provide coverage for all eligible new teachers beginning with their first day of service. Teachers terminating employment shall maintain coverage through the end of the month that the termination or resignation takes effect.
5. Teachers covered under this agreement who are employed to work less than fifty percent (50%) of full-time service, shall receive one half (50%) of the full Board premium(s) contribution, for health, dental, vision, and prescription coverage. Teachers who are employed at fifty (50) percent of full time service or greater, shall receive the full board premium(s) contribution for health, dental, vision, and prescription coverage.
6. If a teacher dies, the Board shall continue coverage for the rest of the month in which the death occurred, plus one additional month, or until other coverage can be obtained; whichever is sooner.
7. A full written contract of all insurance policies and section 125 plan documents in force between the Board and OCFT shall be on file in the Central Office and in the Office of the OCFT. This information shall, if available, be provided to the OCFT President by the Board and/or by the appropriate policy carrier.
8. Each year the Board shall deliver to each teacher a written summary of benefits as supplied to the Board by the OCFT. The Board and OCFT shall cooperate in developing and distributing this summary. This summary shall be delivered before October 1 of each year, or sixty (60) calendar days after any change in coverage.

9. The Insurance and Benefits Committee shall review the insurance sections of the contract on an as-needed basis.
10. AETNA shall be the insurance carrier and plan for the period of July 1, 2011, to June 30, 2012.

B. Life Insurance

1. Term life and accidental death and dismemberment insurance for each teacher, shall be purchased by the Board. The amount of death benefit payable to the teacher's estate shall be \$50,000.
2. Term life insurance shall be offered, via payroll deduction for purchase by teachers. Enrollment in this program shall be at the discretion of the teacher. The program shall allow the purchase of term life insurance for the teachers, their spouse, and children. The carrier shall be selected by mutual consent of the Board and OCFT.

C. Wellness Program

1. The Insurance Committee shall oversee the implementation of the Wellness Program
2. An annual review of the program shall be held, between the Superintendent and the OCFT President or their designees.
3. Teachers and spouses may obtain membership to the Clay High School Fitness Center with a \$20 initiation fee and a \$10 annual membership fee. Teachers and spouses enrolled in the wellness program shall have the \$20 initiation fee waived.

D. Section 125 Tax Shelter Program

1. A Section 125 tax shelter program shall be made available to teachers. The program shall include a health care premium plan, a health care flexible spending program and a dependent care program. Plan years shall begin on November 1 and end on October 31 the following year.

2. The Board shall contribute \$100.00 to the section 125 account for each employee opting to participate in the program

E. Insurance Liaison

On an annual basis, the Board and OCFT shall mutually consider whether an insurance liaison should be employed by the Board and who such liaison should be if employed.

XXXI. SUPPLEMENTAL POSITIONS

A. Contract Terms and Payment Schedules

1. Unless otherwise stated, the term coach shall be used interchangeably with other titles included in the Supplemental Positions.
2. The base salaries for all supplemental contracts shall be .2081 of a teacher with zero experience on the B.A. column on the master teacher schedule. The dates of pay and pay amounts for all supplemental positions shall appear on the supplemental contracts.
3. All supplemental contracts shall be for a term of one year. All bargaining unit employees that hold supplemental contracts shall receive notice of intent to renew their contract for the following year by July first, unless it has been determined through a performance evaluation that the contract should not be renewed.

B. Recognition of Experience in Supplemental Contracts

1. An experience step is established for any supplemental contract employee with five years of experience at a rate of 5.25% more than the supplemental base salary.
2. Experience is granted only if the experience is in the same field. No experience in a sport or activity different from the one appointed shall be recognized.
3. A high school assistant coach or middle school coach that is named to the position of head high school coach in the same sport shall be given a maximum of our years of previous experience at their new position's pay rate.

4. A head coach that becomes either a high school assistant coach or a middle school coach in the same sport shall be given a maximum of five years experience at their new position's pay rate.

C. Coaching Certifications

1. Coaches are required to send copies of their CPR, Sports Medicine, and Fundamentals of Coaching certifications to the Superintendent's office to be kept on file. At the beginning of each school year, the Superintendent's Office shall notify all coaches of the expiration date of their certifications.
2. Reimbursement for the aforementioned classes will be provided. Coaches must submit proof of payment and a certificate of completion before reimbursement is issued.

D. Supplemental Activity Funding

1. The building principal and the Board Treasurer shall meet with the faculty advisor of the activity or the involved elementary teachers to ascertain information regarding available monies in the student activity account of that activity, and shall set a budget as well as submit plans for fund raising activities and purposes for the club as required to do so by law.
2. Middle Supplemental Fund
 - a) The sum of \$1,500 for each middle school shall be used to support extracurricular activities that are unique to each building. The Building Leadership Team (BLT) shall determine the allocation of funds. An advisor shall present a plan and a job description to the middle school BLT prior to starting the activity.
3. Elementary Supplemental Fund
 - a) The sum of \$1,000 for each elementary school shall be used to support extracurricular activities that are unique to each building. The BLT shall determine the allocation of funds. An advisor shall present a plan and a job description to the elementary school BLT prior to starting the activity.

E. Evaluation of Supplemental Positions

1. The job description and evaluation instrument shall be a standard form for each activity applicable throughout the district and developed in cooperation with the OCFT. Current job descriptions shall be used to develop evaluation forms for each position.
2. Employment decisions shall be based upon the evaluation which shall be signed by all parties and placed in the individual's personnel file located in the central office.
3. High School Athletic Positions
 - a) Head coaches shall be evaluated on a yearly basis by the building principal, or his/her designee, in consultation with the Athletic Director. The evaluations shall be based upon the head coach's job description, and shall be completed within two weeks of the state championship contest in their sport.
 - b) Assistant coaches shall be evaluated in the same manner, with the head coach included in the consultation.
4. Middle School Athletic Positions
 - a) Head coaches will be evaluated on a yearly basis by the building principal, or his/her designee, in consultation with the middle school athletic director, and the high school head coach of the appropriate sport. The evaluation shall be based on the prospective job description, and be completed within two weeks of the state championship.
 - b) Assistant coaches shall be evaluated in the same manner, with the head middle school coach included in the consultation.
5. Non-Athletic Supplemental Positions

All other supplemental positions shall be evaluated by the building principal, and based upon the job description for each position.

F. Event Supervision and Duties

1. If it is determined that supervision will be needed at an event, and supervision cannot be covered by the athletic director, principal, assistant principal, or dean of students, then a teacher may be hired as a supervisor at the hourly rate of \$23.00 an hour.
2. Tasks such as game worker/timekeeper, etc. at sporting events shall be hired out at a rate of \$25.00 per game or \$35.00 for a triple header.

G. Release Time

1. Middle School Activities Directors shall have one (1) preparation period for activities/athletic director's duties.
2. Any bargaining unit member who is contracted to coach at another Oregon School should, whenever possible, be assigned a preparation period at the end of the day.
3. Participation in 6th grade Outdoor Education, or any other extended trip requiring an overnight stay shall be voluntary. Teacher's who do not wish to volunteer for the trip shall be subject to a reassignment of duties within their school during the duration of the trip.

H. Travel Pay

1. Teachers of at-risk/handicapped students as well as other teachers whose duties include supervision of work study programs in two or more building shall have a yearly travel budget established for their use. As of January 1, 2000, all teachers newly hired in the above positions, with a travel budget, shall instead receive mileage per the I.R.S. allowance.
2. Mileage for teachers shall be per the I.R.S. allowance. A teacher who has regularly assigned duties requiring travel at least weekly between two or more buildings shall be reimbursed at the rate per mile for each mile that he/she travels. The rate shall not include mileage from his/her home to the first school in which he/she serves, nor shall it include travel from the last school in which he/she serves to his/her home.

I. Hourly Rate

1. Teachers employed on a regular basis beyond their regular teaching responsibilities shall be paid at the hourly rate of \$23.00 during the 2011-2012, 2012-2013, and 2013-2014 school years.

J. Supplemental Positions

SUPPLEMENTAL POSITIONS

August 1, 2011 through July 31, 2014

Base Salary:		\$7,270	\$7,652
CLAY HIGH SCHOOL		0-4 Years	5 Years
ATHLETICS	Index	Experience	Experience
Athletic Director-Assistant	0.830	\$6,034	\$6,351
Football			
Head	1.000	\$7,270	\$7,652
7 Assistants	0.700	\$5,089	\$5,356
Boys Basketball			
Head	1.000	\$7,270	\$7,652
3 Assistants	0.700	\$5,089	\$5,356
Wrestling			
Head	0.830	\$6,034	\$6,351
2 Assistants	0.581	\$4,224	\$4,446
Hockey			
Head	0.750	\$5,453	\$5,739
Assistant	0.525	\$3,817	\$4,017
Boys/Girls Track			
Head	0.750	\$5,453	\$5,739
Asst. Head	0.600	\$4,362	\$4,591
4 Assistants*	0.525	\$3,817	\$4,017
Pole Vault - District	0.525	\$3,817	\$4,017
Baseball			
Head	0.750	\$5,453	\$5,739
3 Assistants	0.525	\$3,817	\$4,017
Girls Basketball			
Head	1.000	\$7,270	\$7,652
3 Assistants	0.700	\$5,089	\$5,356
Girls Softball			
Head	0.750	\$5,453	\$5,739
3 Assistants	0.525	\$3,817	\$4,017
Volleyball			
Head	0.750	\$5,453	\$5,739
3 Assistants	0.525	\$3,817	\$4,017
Boys Soccer			
Head	0.750	\$5,453	\$5,739
2 Assistants	0.525	\$3,817	\$4,017

CLAY HIGH SCHOOL		0-4 Years	5 Years
ATHLETICS	Index	Experience	Experience
Girls Soccer			
Head	0.750	\$5,453	\$5,739
2 Assistants	0.525	\$3,817	\$4,017
Cross Country			
Head	0.750	\$5,453	\$5,739
1 Assistant	0.525	\$3,817	\$4,017
Boys Tennis			
1 Assistant**	0.525	\$3,817	\$4,017
Girls Tennis			
1 Assistant**	0.525	\$3,817	\$4,017
Golf, Boys			
1 Assistant	0.525	\$3,817	\$4,017
Golf, Girls			
	0.500	\$3,635	\$3,826
Cheerleader Advisor			
Varsity Fall	0.225	\$1,636	\$1,722
JV Freshman Fall	0.113	\$822	\$865
Winter	0.275	\$1,999	\$2,104
<u>NON-ATHLETIC POSITIONS</u>			
Bowling Club Advisor			
Crystal	0.250	\$1,818	\$1,913
Band			
Head	0.975	\$7,088	\$7,461
1 Assistant	0.425	\$3,090	\$3,252
1 Marching Band Asst.***	0.243	\$1,767	\$1,859
Eagle Advisor			
	0.100	\$727	\$765
<i>Leave Eagle advisor vacant for the 2011-2012 school year</i>			
Drama			
Head	0.600	\$4,362	\$4,591
1 Assistant	0.420	\$3,053	\$3,214
Student Council Club Advisor			
Head	0.300	\$2,181	\$2,296
1 Assistant	0.275	\$1,999	\$2,104
Skills USA			
	0.243	\$1,767	\$1,859
DECA Club Advisor			
	0.200	\$1,454	\$1,530
Quiz Bowl Club Advisor			
	0.139	\$1,011	\$1,064
Musical Director			
	0.243	\$1,767	\$1,859
Vocal			
Director	0.243	\$1,767	\$1,859
Show Choir	0.243	\$1,767	\$1,859
Volunteer Focus Club Advisor			
	0.200	\$1,454	\$1,530
NHS Club Advisor			
	0.200	\$1,454	\$1,530
STRIVE Club Advisor			
	0.200	\$1,454	\$1,530
International Club Advisor			
	0.100	\$727	\$765
Business Professionals of America Club Adv.			
	0.243	\$1,767	\$1,859

CLAY HIGH SCHOOL		0-4 Years	5 Years
NON-ATHLETICS	Index	Experience	Experience
High School Prom Advisor	0.140	\$1,018	\$1,071
Building Technology Contact - HS	1.000	\$7,270	\$7,652
ENN Club Advisor	0.100	\$727	\$765
Art Club Advisor	0.100	\$727	\$765
Chess Club Advisor	0.100	\$727	\$765
Eaglette Dance Club Advisor	0.100	\$727	\$765
Department Chairs/BLT committee members (considered the same position for purposes of supplemental)			
More than 9 Dept. Members	0.219	\$1,592	\$1,676
3-8 Department Members	0.137	\$996	\$1,048
504 Coordinator	0.137	\$996	\$1,048
Dean of Students	1.052	\$7,648	\$8,050
*85 athletes by the 15th calendar day from the first day of practice			
**18 participants on roster by the 15th calendar day from first practice			
***If the total band membership exceeds 150			
<u>EACH MIDDLE SCHOOL</u>			
Football			
Head	0.500	\$3,635	\$3,826
3 Assistants	0.425	\$3,090	\$3,252
Boys Basketball			
Head	0.500	\$3,635	\$3,826
1 Assistant	0.425	\$3,090	\$3,252
Wrestling			
Head	0.500	\$3,635	\$3,826
1 Assistant	0.425	\$3,090	\$3,252
Boys/Girls Track			
Head	0.400	\$2,908	\$3,061
3 Assistants*	0.340	\$2,472	\$2,602
Girls' Basketball			
Head	0.500	\$3,635	\$3,826
1 Assistant	0.425	\$3,090	\$3,252
Volleyball			
Head	0.500	\$3,635	\$3,826
1 Assistant	0.425	\$3,090	\$3,252
Cross Country	0.400	\$2,908	\$3,061
Fall Cheerleader	0.160	\$1,163	\$1,224
Winter Cheerleader	0.178	\$1,294	\$1,362
<u>NON-ATHLETIC POSITIONS</u>			
Power of the Pen Advisor - Fassett	0.051	\$371	\$390
Yearbook	0.208	\$1,512	\$1,592
Youth-To-Youth	0.208	\$1,512	\$1,592
Student Council	0.208	\$1,512	\$1,592
Athletic Director/Activities Coordinator	0.750	\$5,453	\$5,739
Building Technology Contact	0.500	\$3,635	\$3,826

EACH MIDDLE SCHOOL NON-ATHLETICS	Index	0-4 Years Experience	5 Years Experience
Middle School Team Leader/BLT Mem.	0.178	\$1,294	\$1,362
Teacher In Charge (Middle and OSAPP)	0.178	\$1,294	\$1,362
Middle School Vocal Director (Each School)	0.051	\$371	\$390
Middle School Band Director	0.051	\$371	\$390
Outdoor Education Supervisors (per day)	0.019	\$138	\$145
Washington D.C. Supervisor (per day)	0.019	\$138	\$145
Student Assistance Teams (3 at each school)	0.137	\$996	\$1,048
*85 athletes on roster by the 15 th calendar day from the first day of practice			
<u>ELEMENTARY</u>			
Team Leader	0.178	\$1,294	\$1,362
<i>Team Leaders vacant for 2011-12 school year</i>			
Elementary Vocal Director (each school)	0.051	\$371	\$390
Student Council Advisor	0.075	\$545	\$574
Safety Patrol Advisor - Starr	0.050	\$364	\$383
Right to Read Chairperson (each school)	0.030	\$218	\$230
Kiwanis Kids at Starr	0.044	\$320	\$337
Teacher in Charge	0.178	\$1,294	\$1,362
Building Technology Contact	0.500	\$3,635	\$3,826
<u>DISTRICT POSITIONS</u>			
Licensure Committee			
Chairperson	0.200	\$1,454	\$1,530
Member	0.150	\$1,091	\$1,148
District Library Coordinator	0.470	\$3,417	\$3,596
Building Mentor	0.044	\$320	\$337
Resident Teacher Coordinator	0.498	\$3,620	\$3,811
District Technology Coordinator	1.000	\$7,270	\$7,652
Dynacal Web Calendar Master	0.243	\$1,767	\$1,859
Summer School Coordinator	0.700	\$5,089	\$5,356

Potential BLT stipends will be discussed and negotiated during the 2011-2012 school year once data is gathered related to responsibilities and time commitment of BLT members at the elementary, middle and high school levels.

XXXII. SEVERANCE POLICY AND HEALTH CARE INCENTIVE PLAN

A. Severance Pay Policy

The OCFT and Board mutually agree that there shall be the following severance pay policy:

1. Retirement shall be defined to mean actual retirement and eligibility for retirement benefits under the State Teachers Retirement System or the School Employees Retirement System.
2. Accumulated sick leave may be used as severance pay not to exceed the days and the percentages listed below:

Year	Maximum % For Severance	Maximum Days of Severance
For teachers whose initial Oregon teaching contract Started before August 1, 2010	50	150
For teachers whose initial Oregon teaching contract Started after August 1, 2010	50	75

3. Dispersal:
 - a) For teachers under the age of 65 upon retirement, the teacher shall receive severance in three (3) annual installment payments in paper check(s).
 - b) For teachers at or over the age of 65 upon retirement, the teacher shall elect to receive severance in one of the following two ways: one (1) single lump sum payment or three (3) annual installment payments in paper check(s).
 4. In the event of the death of an employee of the Oregon City School District, the Board shall pay an amount equal to the employee's severance at the time of death. This payment shall be made to the surviving spouse, if any, or in the absence of a surviving spouse, to the deceased employee's estate.
- B. For the duration of this Agreement, there shall be no further severance plans including, but not limited to, early exit incentive severance plan, separation agreements, or health care incentive plans.

APPENDIX

**The Board of Education of the School District of the City of Oregon
And the
Oregon City Federation of Teachers, Local 1080, American Federation
of Teachers, AFL-CIO**

Agreed upon changes in *Italic*

-OCFT Tentative Agreement (July 18, 2011)
Page 25

B) Membership-

(1) The OCFT President will seat an Officer Representative as a member of the District Leadership Team to work with the Director of Teaching and Learning in coordinating the work of the District Leadership Team.

(2) The OCFT will seat the rest of their committee membership who are members of their Building Leadership Teams. Membership on any charged District Leadership Committee will be decided by the District Leadership Team.

(3) The OAPSE makeup on the District Leadership Team or any charged District Leadership Team committee shall be agreed upon between the Board and OAPSE.

(4) The Superintendent may appoint administrators to the District Leadership Team or any charged District Leadership Team committee.

(5) Experts and resource people may be invited, as needed, through mutual agreement of the members of the District Leadership Team.

C) District Leadership Team meetings shall be mutually scheduled to have the minimum impact on teaching and learning: and when such meetings are mutually scheduled during a teacher's scheduled work day, said teacher shall suffer no loss in pay and the Board shall provide, in ordinary circumstances, a substitute for teachers for team meetings.

Compensation on the District Leadership Team will be covered in Section XXXI. Supplementals of this Agreement.

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(b) Membership

(1) Building Level

(a) Elementary School Level: There shall be one (1) member for each grade level elected from their peers, in addition to the elected OCFT Building Representative, who shall serve on their respective elementary school Building Level Team. *The Building Leadership Team will decide any charged committee membership at the building level.*

Repeat this change in item (b) and (c).

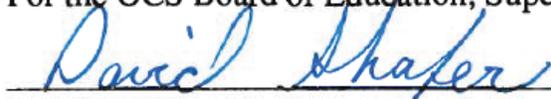
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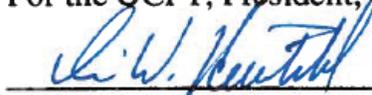
c) Building Leadership Team meetings shall be mutually scheduled to have the minimum impact on teaching and learning: and when such meetings are mutually scheduled during a teacher's scheduled workday, said teacher shall suffer no loss in pay and the Board shall provide, in ordinary circumstances, a substitute for teachers for team meetings.

Compensation for service on the Building Leadership Team will be covered in Section XXXI. Supplementals of this Agreement.

In Addition: Both parties agree to amend the 2011-2012 School Calendar by moving the 1/2 reports and records day from June 6, 2012 to August 22, 2011 for the purpose of training. The last day for teachers will be June 5, 2011 at the end of the day.

 Date: 9/6/11
For the OCS Board of Education, Superintendent, Oregon City Schools

 Date: 9/6/11
For the OCFT, President, OCFT

 Date: 9/20/11
President, OCS Board of Education

Race to the Top

ODE/LEA Memorandum of Understanding

This Memorandum of Understanding ("MOU") is entered into by and between the Ohio Department of Education and the Oregon City School District ("Participating LEA"). The purpose of this agreement is to establish a framework of Collaboration, as well as articulate specific roles and responsibilities in support of the State in its implementation of an approved Race to the Top grant project.

Please enter IRN #: 044602

Please enter county: Lucas

LEA Contact Person for Questions Concerning MOU:

Name: Dr. Michael Zahr

Phone: (419) 693-2867

Email: mzahr@oregonos.org

I. SCOPE OF WORK

Exhibit I, the Preliminary Scope of Work, indicates the State's proposed reform plans ("State Plan") which the Participating LEA is agreeing to implement. A Final Scope of Work will be completed and implemented by the LEA pursuant to Section II, Paragraph 4 of this MOU.

II. PROJECT ADMINISTRATION

A. PARTICIPATING LEA RESPONSIBILITIES

In assisting the State in implementing the tasks and activities described in the State's Race to the Top application, the Participating LEA subgrantee will:

- 1) Implement the plan as identified in Exhibit I of the agreement and in the Final Scope of Work as described in Section III, Paragraph 4 of this MOU;
- 2) Actively participate in all relevant convenings, communities of practice, or other practice-sharing events that are organized or sponsored by the State or by the U.S. Department of Education ("ED");
- 3) Post to any website specified by the State or ED, in a timely manner, all non-proprietary products developed using funds associated with the Race to the Top grant;
- 4) Participate, as required, in any evaluations of this grant conducted by State or ED;
- 5) Be responsive to State or ED requests for information including on the status of the project, project implementation, outcomes, and any problems anticipated or encountered;
- 6) Participate in meetings and telephone conferences with the State to discuss (a) progress of the project, (b) potential dissemination of resulting non-proprietary products and lessons learned, (c) plans for subsequent years of the Race to the Top grant period, and (d) other matters related to the Race to the Top grant and associated plans.

B. STATE RESPONSIBILITIES

In assisting Participating LEAs in implementing their tasks and activities described in the State's Race to the Top application, the State grantee will:

- 1) Review and determine approval of the Final Scope of Work prior to including the LEA in the Race to the Top programs;
- 2) Work collaboratively with and support the Participating LEA in carrying out the Plan as identified in Exhibit I of this agreement and in the Final Scope of Work;
- 3) Timely distribute the LEA's portion of Race to the Top grant funds during the course of the project period and in accordance with the LEA Plan identified in the Final Scope of Work;
- 4) Provide feedback on the LEA's status updates, annual reports, any interim reports, and project plans and products; and
- 5) Identify sources of technical assistance for the project.

C. JOINT RESPONSIBILITIES

- 1) The State and the Participating LEA will each appoint a key contact person for the Race to the Top grant.
- 2) These key contacts from the State and the Participating LEA will maintain frequent communication to facilitate cooperation under this MOU.
- 3) State and Participating LEA grant personnel will work together to determine appropriate timelines for project updates and status reports throughout the whole grant period.
- 4) State and Participating LEA grant personnel will negotiate in good faith to continue to achieve the overall goals of the State's Race to the Top grant, even when the State Plan requires modifications that affect the Participating LEA, or when the LEA Plan requires modification.

D. STATE RECOURSE FOR LEA NON-PERFORMANCE

If the State determines that the LEA is not meeting its goals, timelines, budget, or annual targets or is not fulfilling other applicable requirements, the State grantee will take appropriate enforcement action, which could include a collaborative process between the State and the LEA, or any of the enforcement measures that are detailed in 34 CFR section 80.43 including putting the LEA on reimbursement payment status, temporarily withholding funds, or disallowing costs.

III. Assurances

The Participating LEA hereby certifies and represents that it:

- 1) Has all requisite power and authority to execute this MOU;
- 2) Is familiar with the State's Race to the Top plan and is supportive of and committed to working on the State Plan;

- 3) Agree to be a Participating LEA and will implement the State Plan indicated in Exhibit I, if the State application is funded;
- 4) Will provide a Final Scope of Work to be reviewed and approved by the State and attached to this MOU as Exhibit II only if the State's application is funded; will do so in a timely fashion but no later than 60 days after a grant is awarded to the State, and will describe in Exhibit II the LEA's specific goals, activities, timelines, budgets, key personnel, and annual targets for key performance measures ("LEA Plan") in a manner that is consistent with the Preliminary Scope of Work (Exhibit I) and with the State Plan; and
- 5) Will comply with all of the terms of the Grant, the State's subgrant, and all applicable Federal and State laws and regulations, including laws and regulations applicable to the Program, and the applicable provisions of EDGAR (34 CFR Parts 75, 77, 79, 80, 82, 84, 85, 86, 97, 98 and 99).

The LEA and the labor organization leaders recognize that aspects of the Race to the Top program may go beyond current collective bargaining agreements and agree to address those areas collaboratively. LEAs commit to developing a district-wide Transformation Team to oversee the Race to the Top program. This team must have, at a minimum, an equal number of teachers and administrators, with teacher members appointed by the labor organization.

The LEA and the labor organization commit to work collaboratively to address areas of the Race to the Top program that differ from existing collective bargaining agreements through the collective bargaining process which may include, but is not limited to, additional Memoranda of Understanding between the LEA and the local labor organization. Nothing in this MOU shall be construed to waive or override any statutory or contractual rights or duties.

IV. MODIFICATIONS

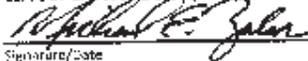
This Memorandum of Understanding may be amended only by written agreement signed by each of the parties involved, and in consultation with EO.

V. DURATION/TERMINATION

This Memorandum of Understanding shall be effective, beginning with the date of the last signature hereon and, if a grant is received, ending upon the expiration of the grant project period, or upon mutual agreement of the parties, whichever occurs first.

VI. SIGNATURES

LEA SUPERINTENDENT (or equivalent authorized signatory) – required:

 4/30/10
 Signature/Date
Michael E. Zalar, Superintendent
 Print Name/Title

President of Local School Board (or equivalent, if applicable):

Diane Karoly
Signature/Date

Diane Karoly, President, Oregon Board of Education
Print Name/Title

Local Teachers' Union Leader (if applicable):

David Shafer 4-22-10
Signature/Date

David Shafer, President, Oregon City Federation of Teachers, Local 1080
Print Name/Title

Check here if the teachers in the LEA do not belong to a union.

Authorized State Official – required:

By its signature below, the State hereby accepts the LEA as a Participating LEA.

Signature/Date

Print Name/Title

Submission Details

MOU submissions should be sent via e-mail to: mtm@ode.state.oh.us. To submit your MOU electronically, please scan your signed MOU and attach it as a PDF in an e-mail message.

MEMORANDUM OF UNDERSTANDING

This Memorandum is entered into by and between the Oregon City Federation of Teachers, Local #1080 ("Union") and the Oregon City Schools ("Board"), and jointly referred to as "the parties." The agreement is in consideration of discussions to resolve the issues surrounding the technology department, and specifically the network coordinator position. The Collective Bargaining Agreement will herein be referred to as the "CBA."

The parties agree to the following:

1. The position of "network coordinator" will no longer be part of the Union bargaining unit as of July 1, 2011.
2. For purposes of the CBA, Article I, Section A, "network coordinator" and non-instructional technology positions shall not be considered to be a "teacher," as defined in the same article, and are therefore exempt from the union and bargaining unit (OCFT #1080).
3. It is understood and agreed to by the parties that any future positions that are created in regards to technology, that are non-instructional, shall be exempt from the collective bargaining agreement by and between the Union and the Board, unless otherwise agreed.
4. It is further understood and agreed to by the parties that any future positions in such areas will still be posted pursuant to Article XIX, Section G of the collective bargaining agreement and all others that apply.
5. The parties will jointly file any necessary paperwork to the State Employment Relations Board (SERB) in regards to the exemption of the "network coordinator", as a non-instructional technology position, to fulfill this agreement.
6. It is recognized by the parties, that any other existing instructional technology positions currently included in the CBA shall remain and will be unaffected by this MOU.

For the O.C.F.T

David C. Hooper

For the Board

[Signature]

Date

5-13-11

Date

5-13-11



LOCAL 1080
Affiliated with

AMERICAN
FEDERATION
OF TEACHERS

OFFICERS

William Pasztor Jr.
President

Mary Ann Flannagan
Vice President

Jeff Cooney
Secretary

Kip Anderson
Treasurer

Tom Davis
AFL-CIO Rep.

David Hess
AFL-CIO Rep.

William Brewis
AFL-CIO Rep.

DEMOCRACY
IN
EDUCATION

EDUCATION
FOR DEMOCRACY



OREGON CITY FEDERATION OF TEACHERS

2460 Navarre Avenue
Oregon, Ohio 43616
(419) 343-2827

Student Overage

The original concept of paying an overage of students in a classroom was created by Jim George and Dave Habegger and implemented by mutual agreement. After reviewing various established practices and other examples, we felt it was appropriate to pay a teacher for having students that exceeded the class limits. This compensation would be for the extra time spent in preparation, presentation, and intervention of the subject matter and recognition of the professional commitment to go above and beyond the contracted limits.

Originally the overage payment was designed only for students who were assigned to a teacher's classroom on a full-time, all-day basis. It has since become evident that some students would be assigned on a part-time basis and to be fair and consistent we have developed and used a part time schedule which is shown below. This definition has been in practice for several years but has not been in written form.

1 student per 1 class instructional period per day = \$50.00/month
2 students per 1 class instructional period per day = \$100.00/month
2 student per 2 class instructional period per day = \$200.00/month

This then can be extrapolated to cover full-time student placement.

1 student per class for an entire instructional day = \$350.00/month

Lastly, because the monthly amount has been established no time sheets need to be turned in by the teacher. The teacher shall be paid this overage amount if it is agreed that the student(s) are to be placed in the class (see p 16, D. #2). This shall be reviewed each month.

This schedule has been established practice and has been the amounts paid to teachers who have had a student overage(s).

Sincerely,

William Pasztor
O.C.F.T. President

4/7/2005



EVALUATION OF TEACHER PERFORMANCE

I. PURPOSE

The purpose of the evaluation system defined herein is to improve the educational environment for students in the Oregon City School System. Staff evaluation should function as an instrument for improving educational services in the Oregon Schools.

II. INFORMATION CONFERENCES

Copies of this procedure will be given to all new teachers and be made available to any teacher upon request. By October 10 a meeting will be held with all teachers who are to be evaluated during that school year. A Federation representative will be present. The evaluation system defined herein will be discussed with the teachers at this meeting.

Among statements appearing in the agreement between the Oregon Board of Education of the school district of the city of Oregon and the Oregon City Federation of Teachers, Local 1080, section XVI, Contract Sequences, are the following regarding information conferences which may have to do with teaching evaluation.

On pages 43 and 44, the contract states the following: “When it appears that a probationary teaching contract is in jeopardy of nonrenewal, a conference will be scheduled between the teacher and the principal on or before January 31 on the school year of the final year of the contract. It is mandatory that all parties involved agree on a conference time and attend this conference. In the event that a mutual conference time cannot be arranged, the superintendent or his/her designee and the federation president or his designee, will meet to develop a mutually satisfactory alternative. Not less than two days notice of such conference as provided herein shall be given to the teacher by the principal. The principal shall notify the building representative of the Oregon City Federation of Teachers of the time and place of the conference by placing written notice of the time and place of such conference in the building representative’s school mailbox. An OCFT representative shall be present at such conferences unless the teacher notifies the representative to the contrary. For the purpose of this paragraph a “day” is defined as a calendar day and not a 24 hour period.

At least one more conference, according to the terms and conditions stated above, will be held prior to March 30 if the contract is in jeopardy of nonrenewal.

Nothing in this section shall preclude the nonrenewal of the teachers contract if the facts and circumstances concerning performance occur subsequent to January

31 In that event, the teacher shall be notified as above. Further nothing in this section shall limit the number of times the administration can evaluate the professional staff. However, each formal evaluation must follow the prescribed procedure as outlined in this section and in the evaluation manual.”

III. SEQUENCE FOR EVALUATION

- A. One year contract teachers:
 - 1. will be formally evaluated at least twice between October 15 and March 30 and
 - 2. all reasonable measures to correct the unsatisfactory evaluation will be given.
- B. Multi-year contract teachers:
 - 1. will be formally evaluated prior to the final year of the current contract
 - 2. in the event the teacher receives an unsatisfactory evaluation the teacher will be evaluated two more times within one year of the unsatisfactory evaluation
- C. Teachers on continuing contracts:
 - 1. will be formally evaluated every four years.
 - 2. in the event the teacher receives an unsatisfactory evaluation, the teacher will be evaluated two more times within a year of the unsatisfactory evaluation.

IV. EVALUATION (CASUAL/FORMAL)

Evaluations shall be in accordance with the master contract, Section XIV, Teacher Protection, Part F, page 43 and stated herein.

All employment decisions made by the Board shall be based upon the official employment personnel file located in the central office. An incident or act that an administrator feels should be reduced to writing and placed in the central office's personnel files must be done so within fifteen (15) school days from the date the incident or act became known to the said administrator.

The teacher shall be afforded the opportunity to acknowledge that he/she has read such material by affixing his/her signature and date on the actual copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed and does not necessarily indicate agreement with its content. In the event that the teacher refuses to sign the document within five school days, the administration will give a written notice to the teacher and the

Oregon City Federation of Teachers' President that the document is included in the employee's personnel file. This procedure only involves information adversely affecting the employee's record and does not preclude the administration from placing information in the employee's file of a complimentary nature.

A teacher shall be permitted to examine his official employment personnel file in the school or in the personnel office by giving the principal or the superintendent or his/her designee 24 hours notice of his/her intention to examine the file.

Upon written request, a teacher shall be given a copy of any material in his/her file except for material originally supplied to the administration as confidential prior to employment. If the Federation is asked to file a grievance on behalf of the teacher, the Federation shall also be entitled to a copy of any material in the file upon written permission to the personnel office from the teacher involved.

At the written request of the teacher, any written evaluations of job performance which are over five years old shall be removed from the teachers personnel file.

Unless otherwise requested by the teacher, an OCFT representative will be present at any conference in which a principal or other administrator desires to discuss with an employee matters which may adversely affect his/her position.

A. Casual Evaluation - Shall be in accordance with the above.

B. Formal Evaluation

1. the formal observation will be of reasonable duration to make a valid evaluation of teacher performance
2. all formal observations will be followed by written evaluation. Said evaluation shall be given to the teacher within five school days. Both the teacher and the evaluator shall sign the written evaluation. The signature of the teacher does not imply that the teacher necessarily agrees with the comments made. The teacher may respond in writing and the responses shall be attached to the evaluation. A copy shall be sent to the principal and another to the teachers personnel file.
3. specific and practical recommendations for improvement will accompany all deficiencies noted by the evaluator. This should include specific examples, resource materials, and resource personnel to facilitate improvement. Such recommendations will be attached and included as part of the evaluation.

4. a conference between the evaluator and the teacher will be held following the formal evaluation at a mutually agreed upon time. An QCFT representative will be present at such conferences unless the teacher notifies the representative to the contrary, The evaluator may have an administrative observer at any conference in which an OCFT representative is present.

C. EVALUATION

The evaluation form, which is included, will be in standard use when evaluators make a formal visit to the classroom.

V. TRAITS

Included also are performance traits. These traits constitute guidelines to be considered by evaluators and may be reflected on the evaluation form which is also attached. Evaluations may include, but are not limited to, the traits contained herein.

PERFORMANCE TRAITS

A. PLANNING FOR INSTRUCTION

1. Can demonstrate how daily lesson plans reflect the adopted courses of study and are directed toward the implementation of long range goals.
2. Will show in the plan book well-organized written plans which reflect thoughtful daily planning based on board adopted courses of study.
3. Makes clear, concise, and reasonable assignments so that the students know what is expected of them in the next class session.
4. Can explain how lesson plans accommodate, within reason, programming for individual differences within the class being observed.
5. Has arranged the furniture and the equipment within the room to promote the daily lesson plan effectively.

6. Plans and organizes effectively for the substitute teacher for the following day by having on hand and in writing orderly and complete lesson plans, seating charts, and helpful suggestions for routine classroom management.

B. PERSONAL TRAITS FOR THE CLASSROOM

1. Is in the classroom on time and is prepared to begin instruction.
2. Is attired in a manner that does not detract from the instructional program.
3. Speaks clearly, using good English, in well modulated voice.
4. Maintains effective discipline.
5. Maintains controlled emotional adjustment to pressures in the classroom and is mature in reacting to situations which occur.
6. Demonstrates a positive attitude while working in the classroom setting with students and colleagues.
7. Protects the ethical climate of the classroom.
8. Possesses the ability to deal effectively with children on a positive, constructive basis.

C. INSTRUCTIONAL TRAITS FOR THE CLASSROOM

1. Utilizes varied instructional techniques, not excluding flexible grouping patterns, when necessary to adjust to the capabilities and the limitations of students.
2. Makes clear assignments, in accordance with lesson plans, and informs students, upon request, of the reasons for the assignments.
3. Uses instructional resources in enhancing the educational program.

D. PROFESSIONAL RESPONSIBILITIES

1. Is punctual and regular in reporting for work.
2. Complies with administrative regulations, procedures, and directives.
3. Uses the maximum time available to instruct, stays with the class, and makes adequate provisions for temporary emergency absences from the class during the school day.
4. Strives for professional growth.
5. Works understandingly and cooperatively with parents and patrons of the school district.
6. Maintains acceptable discipline in the cafeteria, hall, playground, parking lot, and other school environments outside the classroom.
7. Contributes willingly to others on the staff in the exchange of professional ideas, techniques, and materials.
8. Interprets the written program and the written policies of the school system to the community.
9. Treats sensitive information regarding students and/or colleagues as privileged and private information.
10. Is prompt, dependable, and accurate in keeping records, in filing reports, and in complying with directions relating to the classroom instruction.

EVALUATION REPORT

_____		_____		_____
Teacher's Name		Subject		Grade
_____		From _____ to _____	_____	
Date		Time Observed		Total Time Observed
<input type="checkbox"/> One Year	<input type="checkbox"/> Four Year	<input type="checkbox"/> Temporary	<input type="checkbox"/> Professional	
<input type="checkbox"/> Three Year	<input type="checkbox"/> Continuing	<input type="checkbox"/> Provisional	<input type="checkbox"/> Permanent	
_____		_____		
Contractual Status		Certificate Status		

Location where evaluation took place

.....

COMMENTS

A. PLANNING FOR INSTRUCTION

B. PERSONAL TRAITS FOR THE CLASSROOM

C. INSTRUCTIONAL TRAITS FOR THE CLASSROOM

D. PROFESSIONAL RESPONSIBILITIES

E. SUMMATION

Signature of Teacher

Signature of Evaluator

It is the opinion of the evaluator that the educational environment and the teacher's performance during the period covered by this evaluation report was:

____ Satisfactory

____ Unsatisfactory

The signature of the teacher does not imply that the teacher necessarily agrees with the comments made hereon. The teacher may respond in writing and the response shall be attached to the evaluation.

EVALUATION REPORT FOR NON-TEACHING UNIT MEMBERS

Teacher's Name

Position Held

Date

One
Year

Two
Year

Temporary

Professional

Three
Year

Continuing

Provisional

Permanent

Contractual Status

Certificate Status

COMMENTS

A. PERFORMANCE OF DUTIES AS OUTLINED IN JOB DESCRIPTION

B. PERSONAL TRAITS

C. PROFESSIONAL RESPONSIBILITIES

D. SUMMATION

Signature of Unit Member

Signature of Evaluator

It is the opinion of the evaluator that the individual's performance is:

_____ Satisfactory

_____ Unsatisfactory

The signature of the unit member does not imply that the individual agrees with the comments made hereon. The unit member may respond in writing and the response shall be attached to the evaluation.

ELEMENTARY PHYSICAL EDUCATION/MUSIC TEAM LEADER
JOB EVALUATION

Summation/Comments:

Satisfactory Evaluation

Unsatisfactory Evaluation

Evaluator's Signature Date

Employee's Signature Date

Summation/Comments:

Satisfactory Evaluation

Unsatisfactory Evaluation

Evaluator's Signature Date

Employee's Signature Date

Summation/Comments:

Satisfactory Evaluation

Unsatisfactory Evaluation

Evaluator's Signature Date

Employee's Signature Date

- _____ 13. Serve as liaison for the team with the Curriculum Director.
- _____ 14. Work closely with the curriculum Director on curriculum issues.

Summation/Comments:

Satisfactory Evaluation

Unsatisfactory Evaluation

Evaluator's Signature Date

Employee's Signature Date

VOCATIONAL DEPARTMENT CHAIRPERSON
JOB EVALUATION

Name _____

Date _____

Mark each category: S (Satisfactory), NI (Needs Improvement), or
U (Unsatisfactory)

- _____ 1. Serve as the department representative to the Faculty Advisory Council.
- _____ 2. Serve as or assign a department member to serve as a mentor to first year teachers in accordance with the Entry Year Program guidelines.
- _____ 3. Serve as or assign an advisor to experienced teachers new to the system, building, or subject area.
- _____ 4. Organize and conduct periodic meetings of the department. A brief summary of each meeting will be submitted to members of the department and the vocational director.
- _____ 5. Assist in developing long and short range goals for the department and assist in the planning and implementation of staff development.
- _____ 6. Provide guidance in the use of the appropriate courses of study.
- _____ 7. Assist in the preparation of a department budget and recommend all requisitions for the department to the appropriate administrator(s).
- _____ 8. The writing of course offerings (course of study, course description, pupil performance objectives, etc.) as requested by the vocational director or his designee. If appropriate, designate others for the development of curriculum. Additional compensation may be requested from the vocational director at the hourly rate for the writing of a course of study.
- _____ 9. Maintain a knowledge of current trends in the field and encourage professional growth on the part of the staff. (Examples: Attend state vocational convention, act as liaison for MaPP Review.)
- _____ 10. Assist the principal in the assignment of student teachers and other field-based university students within the department.
- _____ 11. Meet periodically with the team leaders from the middle schools and career development coordinator in order to insure uniform application of the curriculum across the grade levels 6-12, and provide an avenue for communications between all grade levels.

- _____ 12. Serve as liaison for the department with the Curriculum Director.
- _____ 13. Work closely with the Curriculum Director on Curriculum issues.

Summation/Comments:

Satisfactory Evaluation

Unsatisfactory Evaluation

Evaluator's Signature Date

Employee's Signature Date

Oregon City Schools
Request for Tenure/Continuing Contract Form
Due by October 10

This form must be filled out and submitted to the Superintendent or his/her designee on or before October 10th to be considered for a tenure/continuing contract effective the following July 1.

Name: _____

Date of Request: _____

Please note: Your professional certificate/license must be on file on or before October 10th to be considered for continuing contract consideration.

To be eligible for tenure/continuing contract status a teacher must hold a professional, permanent, or life teacher's certificate, or a professional educator license. In addition, a teacher must have taught in the OCSD for at least three of the last five years, or must have served two years in the district if continuing contract status has been attained elsewhere.