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Oregon City Schools

Opening Doors to a World of Opportunity

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

August 1, 2014 July 31, 2016



SIGNATURE PAGE

AGREEMENT

between

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

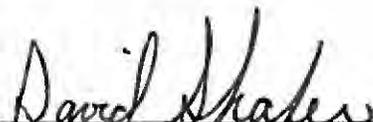
and the

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

August 1, 2014 - July 31, 2016



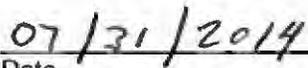
Lonny J. Rivera, Superintendent
For the Oregon City Board of Education



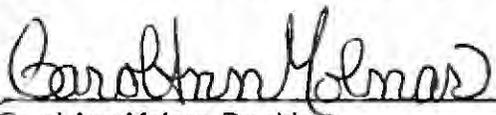
David Shafer, President
For the Oregon City Federation of
Teachers



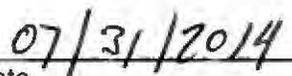
Jane Fruth, Treasurer
For the Oregon City Board of Education



Date



Carol-Ann Molnar, 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 July 31, 2014. 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 13, 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 and June 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. Re-evaluate dates after 14% STRS increases are complete.
3. The payment for service to a TPO, after proper deductions, shall be included in the last check in December and June 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 13, 2011, is attached hereto and incorporated herein in the Appendix.
2. Full time teaching shall be defined as seven (7) hours and thirty (30) minutes per day.

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, upon approval of the OCFT President and/or Vice-President.
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 delivered to all OCFT members electronically within thirty (30) calendar days from ratification. Hard copies will be printed at the expense of the board and provided to members upon request. This time limit may be extended by mutual agreement.

L. General Wage Increases

If during the period of July 31, 2014 to July 31, 2016, the Board of Education grants uniform wage increases to its employees, including employees employed under R.C. 3319.02, R.C. 3319.081, or exempt employee contracts, OCFT employees shall also receive the uniform wage increase.

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

This Agreement shall be in effect as of August 1, 2014, and shall continue in effect through July 31, 2016.

- A. Other than the May 13, 2011 memorandum of understanding (which is 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.
- B. 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.
- C. 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. Instructional Materials

Each teacher shall be provided with a sufficient number of adopted instructional materials including textbooks and/or digital media. A list of all adopted instructional materials will be maintained and be made available to staff electronically.

G. Lockable Facility

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

H. Lavatory Facility

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

I. Classroom Keys

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

J. 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.

K. Adoption of School Board and Administration Policies

Teachers shall abide by school board policies and administration procedures.

L. 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.

M. 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.

N. 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.

O. 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.

P. 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.

Q. 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.

R. 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 and Intermediate Class Size

1. At the elementary and intermediate 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
Sixth Grade	- 30

Students who are not placed in the classroom for a full month will be prorated based on the number of days placed within a month.

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. Junior High School/High School Class Size

1. The daily student load for each junior high 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 workstations 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 junior high or high school teacher shall be required to exceed three (3) different preparations in any grading period.

F. Student Overage Pay

- One (1) student per one (1) class instructional period per day = \$50.00/month
- Two (2) student per one (1) class instructional period per day = \$100.00/month
- Two (2) student per two (2) class instructional period per day= \$200/month

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. 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.

VIII. TEACHER'S WORK DAY

A. Teacher's Work Day

The teacher's work day shall be seven hours and thirty minutes long with a justifiable fifteen (15) minutes allowance either way for transportation complications only. When students are not in session and teachers report for a work day or professional development day the teacher work day shall be six (6) hours.

Elementary: For the 2014-15, 2015-16 school years, the instructional day shall be six (6) hours and thirty (30) minutes.

Intermediate/Junior High School: For the 2014-15, 2015-16 school year, the instructional day shall be six (6) hours and forty-five (45) minutes.

High School: For the 2014-15, 2015-16 school year, the instructional day shall be six (6) hours and forty-five (45) minutes.

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. Intermediate, Junior High 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 intermediate and junior high schools, 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 may 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 intermediate, junior high 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.

O. Elementary School Grade Cards

Elementary school grade cards shall be made available to all elementary staff grades one through four (1-4), 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) **Intermediate and Junior High School Levels:** There shall be one (1) team leader from each team, in addition to the elected OCFT Building Representative, who shall serve on their respective intermediate or junior high 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 junior high or high schools for the purpose of aiding the principal in establishing procedures for selecting club advisors, activity chaperones, and assistant coaches. The head coach shall be included in the interviewing process to select candidates for assistant and junior high 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), upper elementary (3-4), district-wide music and district-wide physical education.
2. At the beginning of their employment, teachers new to the district 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

Four (4) 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 four (4) 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: A maximum of three (3) 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, a maximum of three (3) unused personal leave days may 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

A maximum of three (3) 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.

- n) Beginning in the 2014-15 school year, in order to support increase collaboration at the district/school level, teachers will have the opportunity to earn \$500 for twenty hours (20) of approved school improvement activities outside the work day. This will be termed "Green Sheet." The building principal, appropriate administrator, or designee approves all activities. Beginning in the 2014-15 school year, in order to support increase collaboration at the district/school level, teachers will have the opportunity to earn \$1000 for forty hours (40) of approved school improvement activities outside the work day. This will be termed "Gold Sheet." The building principal, appropriate administrator, or designee approves all activities.
 - (1) from July 1 through June 30 and outside the teacher work day
 - (2) related to individuals professional responsibilities with the Oregon City Schools and/or aligned to school and
 - (3) district and building goals for improved report card indicators and/or student outcomes approved in advance through submission of the appropriate request....

Not applicable: ER&D classes, mandated training requirements (i.e. blood borne pathogens, fire safety, other public school works trainings), tuition reimbursed courses, committee work, PD occurring during the work day.

Applicable: Clocked TBT hours, collaborative meetings after school, individual teacher PD plans, approved workshops or college level courses not reimbursed.

11. Coaches' Leave

On the approval of the building committee, junior high and high school 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. Accident/Assault in the Course of Employment

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. Non-Participation in the Injury Pay Program

In those cases when a 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. Recording of Teachers

1. It shall be understood that the inter-communication system and any audio or video recording shall not be used for observation or evaluation of teachers. Furthermore, recording 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 recording shall become the property of the individual who initiated the request. This individual shall retain possession of this recording for a period no less than ninety (90) calendar days.

2. When an individual other than a teacher or administrator initiates the recording request, and all parties agree to the recording, immediately following the meeting, the master recording shall be placed in the student's permanent file for one (1) year. This recording shall be available to all parties who are authorized to review the file. This recording 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 provided to all faculty 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 a continuing contract 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/department 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. Nothing in this provision shall alter or supersede the standards-based state framework for the evaluation of teachers as set forth in R.C. 3319.112.
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 Teacher Evaluation Handbook, a copy of which is attached hereto and incorporated into the Appendix, shall be the official evaluation procedure used within the Oregon City Schools and will be evaluated through the Teacher Evaluation Committee. 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.

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 Continuing Contract

1. Any teacher who becomes eligible for a continuing contract 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 a continuing contract in the middle of a multi-year contract or any related process.
 - b) Any teacher who becomes eligible for a continuing contract 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 a continuing contract 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 continuing contract 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 a continuing contract 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. Evaluation of Teacher Performance

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 Board may make a reasonable reduction in the number of teachers it employs due to the return to duty of regular teachers after leaves of absence including suspension of schools, territorial changes affecting the district, decreased enrollment of pupils in the district, or financial reasons (3319.17). In making any such reduction the Board shall proceed to suspend contracts in accordance with the recommendation of the Superintendent who shall, within each teaching field, give preference to those teachers who are on a continuing contract. The Board shall not give preference to any teacher based on seniority, except when making a decision between teachers who have comparable evaluations. Evaluations conducted for the 2014-2015 and 2015-2016 school years shall be considered comparable so that sufficient data can be collected due to the implementation of the newly adopted teacher evaluation instrument. In lieu of suspending a contract in whole, the Board may suspend a contract in part, so that an individual is required to work a percentage of the time the employee otherwise is required to work under the contract and receives a

commensurate percentage of the full compensation the employee otherwise would receive under the contract. The teachers whose continuing contracts are suspended by any board pursuant to this section shall have the right of restoration to continuing service status by that board if and when teaching positions become vacant or are created for which any of such teachers are or become qualified. No teacher whose continuing contract has been suspended pursuant to this section shall lose that right of restoration to continuing service status by reason of having declined recall to a position that is less than full-time or, if the teacher was not employed full-time just prior to suspension of the teacher's continuing contract, to a position requiring a lesser percentage of full-time employment than the position the teacher last held while employed in the district or service center. Seniority shall not be the basis for rehiring a teacher, except when making a decision between teachers who have comparable evaluations.

- 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) Any teacher who is laid-off as 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 receive preference 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 receive preference 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 licensed/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 license/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 in 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 are on a limited contract shall remain on the recall list for thirty (30) months after the effective date of his/her layoff. Teachers who are on a continuing contract shall remain on the recall list indefinitely unless he/she waives their recall rights in writing.
 - (b) Teachers shall be recalled to any vacancy for which he or she has proper licensure/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 licensed or 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 licensed or 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 licensed or 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 licensure/certification shall be defined as the “areas” as found on teaching license(s)/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 four (4) from the teaching staff and administrative appointees, not to exceed four (4). 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. 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.
5. 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.

C. Teaching/Non-Teaching Assignments

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

D. Supervision of Student Teachers

Teachers recognize a professional responsibility to help prepare and supervise students in education from universities. However, cooperating teachers must have 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.

E. Grouping of Students

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

F. 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/designee 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. Staff, Department and Grade Level Team Meetings

Principals and/or an appropriate administrator can schedule staff/departmental/grade-level team 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. TEACHING AND LEARNING

A. Communication of Student Progress in the Curriculum

1. All teachers shall ensure that information available to students and parents through online student information management system portals (e.g., student data, grades, assignments, emergency medical forms, contact information, newsletters) is current and accurate.
2. Appropriate training on the student information management system used by the district will be provided to all teachers.
3. All teachers assigned to grades 1 through 12 are required to Update bi-weekly data (including, but not limited to, grades test and quiz scores, feedback on work completed, etc.) related to the student progress in the curriculum. In the event of a school closure, teachers will have additional day(s) to provide the update.
4. All teachers shall communicate with students and parents in accordance with the Board's acceptable use policy and administrative guidelines.

B. 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.

C. Implementation of Courses of Study

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

D. 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.

E. 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.

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. Negotiation of School Calendar

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

C. Non-Report Days

Beginning with the 2014-15 school year, OCFT members will not be required to report to work for the following:

School delays and closures due to:

1. Disease epidemic
2. Hazardous weather conditions
3. Law enforcement emergencies
4. Inoperability of school buses or other equipment necessary to the school's operation
5. Damage to a school building
6. Other temporary circumstances due to utility failure rendering the school building unfit for school use
7. Other circumstances determined by the superintendent and board of education

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

A Master Teacher Program is available 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. 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.

I. Board Offered CEU's

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

J. 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.

K. 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.

L. 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.
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, 2014, through July 31, 2016

Step	Credited Exp.	B.A.	B.A.+15	M.A.	MA+15 Sem. Hrs. MA+22 1/2 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 2014-2015 and 2015-2016 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>2014-2015 and 2015-2016</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. 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 \$1,500 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.

E. 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.

F. 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 will be in line with district professional development goal and the number of hours shall be approved by the Administration with the topic.

G. 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)

H. 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.

I. 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.

I. 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.

J. 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, 2014, through June 30, 2016, the prescription drug deductible shall be:

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

1. For the period of July 1, 2014, through June 30, 2016, 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, 2014, 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 Anthem Vision to the teachers beginning July 1, 2014. 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.

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.

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 junior high school coach that is named to the position of head high school coach in the same sport shall be given a maximum of four 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 junior high 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, Fundamentals of Coaching and Concussion 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. Intermediate/Junior High 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 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. Junior High School Athletic Positions

- a) Coaches will be evaluated on a yearly basis by the junior high Athletic Director, high 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.

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 \$25.00 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. 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.

2. Participation in 6th grade Outdoor Education, or any other extended trip requiring an overnight stay shall be voluntary. Teachers 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. 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

Beginning with the 2014-15 school year, teachers employed on a regular basis beyond their regular teaching responsibilities shall be paid at the hourly rate of \$25.00.

J. Supplemental Positions

SUPPLEMENTAL POSITIONS

August 1, 2014 through July 31, 2016

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
10 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
3 Assistants	0.581	\$4,224	\$4,446
Hockey			
Head	0.750	\$5,453	\$5,739
Assistant	0.525	\$3,817	\$4,017

CLAY HIGH SCHOOL ATHLETICS contd.	Index	0-4 Years Experience	5 Years Experience
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
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			
1 Assistant	0.300	\$2,181	\$2,296
Gymnastics, Girls (4 participants)			
(5 participants)	0.500	\$3,635	\$3,826
(6 or more participants)	0.600	\$4,362	\$4,591
Cheerleader Advisor			
Varsity Fall	0.700	\$5,089	\$5,356
JV Freshman Fall	0.300	\$2,181	\$2,296
Winter	0.150	\$1,090	\$1,148
JV Freshman Winter	0.350	\$2,545	\$2,678
	0.137	\$996	\$1,048

**CLAY HIGH SCHOOL
NON-ATHLETIC POSITIONS**

Bowling Club Advisor	0.250	\$1,818	\$1,913
Crystal	0.350	\$2,545	\$2,678
Band			
Head	0.975	\$7,088	\$7,461
1 Assistant	0.575	\$4,180	\$4,400
1 Marching Band Asst.**	0.243	\$1,767	\$1,859
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
Model UN Advisor	0.243	\$1,767	\$1,859
High School Prom Advisor	0.140	\$1,018	\$1,071
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

JUNIOR HIGH SCHOOL ATHLETICS

Football			
Lead	0.500	\$3,635	\$3,826
6 Assistants	0.425	\$3,090	\$3,252
Boys Basketball			
Lead	0.500	\$3,635	\$3,826
2 Assistant	0.425	\$3,090	\$3,252

JUNIOR HIGH SCHOOL		0-4 Years	5 Years
ATHLETICS	Index	Experience	Experience
Wrestling			
Lead	0.500	\$3,635	\$3,826
2 Assistant	0.425	\$3,090	\$3,252
Boys/Girls Track			
Lead	0.400	\$2,908	\$3,061
6 Assistants***	0.340	\$2,472	\$2,602
Girls' Basketball			
Lead	0.500	\$3,635	\$3,826
2 Assistant	0.425	\$3,090	\$3,252
Volleyball			
Lead	0.500	\$3,635	\$3,826
2 Assistant	0.425	\$3,090	\$3,252
Cross Country			
1 Assistant	0.340	\$2,472	\$2,602
Fall Cheerleader			
	0.200	\$1,454	\$1,530
Winter Cheerleader			
	0.225	\$1,636	\$1,722
<u>NON-ATHLETIC POSITIONS</u>			
Dean of Students	1.052	\$7,648	\$8,050
Power of the Pen Advisor	0.051	\$371	\$390
Yearbook	0.208	\$1,512	\$1,592
Youth-To-Youth	0.208	\$1,512	\$1,592
1 Assistant	.108	\$785	\$826
Student Council	0.208	\$1,512	\$1,592
1 Assistant	.108	\$785	\$826
Team Leader/BLT Mem.	0.178	\$1,294	\$1,362
School Vocal Director	0.051	\$371	\$390
School Band Director	0.051	\$371	\$390
Washington DC Coordinator	0.085	\$618	\$735
Washington D.C. Supervisor (per day)	0.019	\$138	\$145
Student Assistance Teams (3)	0.137	\$996	\$1,048
Fitness Club Advisor	0.108	\$785	\$826
1 Assistant	0.060	\$436	\$459
<u>INTERMEDIATE</u>			
Team Leader/BLT Member	0.178	\$1,294	\$1,362
Youth-To-Youth	0.208	\$1,512	\$1,592
1 Assistant	0.108	\$785	\$826
Fitness Club Advisor	0.108	\$785	\$826
School Vocal Director	0.051	\$371	\$390
Student Council	0.208	\$1,512	\$1,592
1 Assistant	.108	\$785	\$826
Teacher In Charge	0.178	\$1,294	\$1,362
Outdoor Education Supervisors (per day)	0.019	\$138	\$145
Camp Coordinator	0.085	\$618	\$735

ELEMENTARY NON-ATHLETICS	Index	0-4 Years Experience	5 Years Experience
<u>ELEMENTARY</u>			
BLT Member	0.178	\$1,294	\$1,362
Elementary Vocal Director	0.051	\$371	\$390
Student Council Advisor	0.075	\$545	\$574
Right to Read Chairperson	0.030	\$218	\$230
Kiwanis Kids (Starr only)	0.044	\$320	\$337
Teacher in Charge	0.178	\$1,294	\$1,362
Art Club Advisor	0.100	\$727	\$765
Fitness Club Advisor	0.108	\$785	\$826
<u>DISTRICT POSITIONS</u>			
Licensure Committee			
Chairperson	0.200	\$1,454	\$1,530
Member	0.150	\$1,091	\$1,148
Student Learning Objective (SLO) 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
Dynacal Web Calendar Master	0.243	\$1,767	\$1,859
Teacher In Charge (OSAPP)	0.178	\$1,294	\$1,362

*18 participants on roster by the 15th calendar day from first practice

**If the total band membership exceeds 150

***85 athletes by the 15th calendar day from the first day of practice

Each supplemental position equals one (1) FTE. An FTE can be divided in half with approval of appropriate administrator.

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:

<u>Year</u>	<u>Maximum % For Severance</u>	<u>Maximum Days of Severance</u>
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

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 said 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

Michael C. Hooper

Date

5-13-11

Date

5-13-11



Teacher Evaluation Handbook

August 2014



Introduction

Since the 2009-2010 school year, a committee jointly comprised of both teachers and administrators of the Oregon City Schools, has been developing a new teacher evaluation process for the school district. During these years, the committee researched highly effective evaluation tools and worked within the framework of the 2010-2014 Race to the Top grant scope of work and mandated Ohio legislation. The Ohio Teacher Evaluation System and the eTPES reporting tool developed by the Ohio Department of Education has now been fully implemented.

This joint committee will remain as a subcommittee of the District Leadership team and has been directed to meet quarterly each school year to review implementation of the teacher evaluation process. Monthly credentialed evaluator calibration meetings will also be conducted to elevate the consistency of the evaluation process among the evaluators.

Administrators and teachers that have given time to the committee during the five year development process are:

Gina Atassi	Steve Bialorucki
Robert Bundy	Sue Caris
Jeff Cooney	Dean Ensey
Hal Gregory	Dawn Henry
Dee Hepperly	Terri Hook
Holli Ann Jacobs	Jim Jurski
Ben Pfeiffer	Pam Shanks
Jeff Straka	

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Section 1:

Procedures and Timelines
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Procedures and Timelines

Evaluation Schedule: The district will evaluate teachers rated accomplished and skilled on a three and two year rotation, respectively, as long as the teacher's student academic growth measure and/or performance for the most recent school year for which data is available is expected and/or skilled. (Teachers would be evaluated on the third and second year.) Teachers on one year contracts or in the last year of a multi-year contract, will be evaluated regardless of placement on the evaluation schedule.

Building principals are allowed to request to evaluate accomplished and/or skilled teachers prior to the third or second year to manage the number of evaluations.

Nothing stated above precludes either a building principal or teacher requesting an evaluation when necessary. A preconference will be held to discuss the rationale and circumstances for evaluation.

The district will not evaluate a teacher who: (1) was on leave for 50 percent or more of the school year; or (2) has submitted notice of retirement on or before December 1 of the school year.

Evaluation Notification: Teachers will receive electronic notification of who their evaluator will be by September 15. Upon notification, a teacher may request a meeting with the evaluator for clarification of the evaluation process.

Evaluation Components:

- A. Self-Assessment Survey completed (optional) *Resident Educators will use their version of self assessment
- B. Professional Growth Plan completed by August 31*except Resident Educators
- C. Observation and Examination of Artifacts
 1. Informal Observations (walkthroughs; 15-20 minutes in length)
 2. Pre-Observation Conference
 3. First Observation
 4. Post-Observation Conference
 5. Second Observation
 6. Post Observation Conference-Upon request by either party

Evaluation Requirements:

- A. Requests
 1. Evaluators may request lesson plans for observation two (2) days prior to the Pre-Observation Conference
 2. Evaluators will have five (5) days after the first observation to hold a post-conference meeting
 3. Evaluators will have up to ten (10) days after the second observation to hold the Post-Observation Conference if one is requested
 4. Teachers or evaluators may request the involvement of an additional evaluator for the second observation cycle only
 5. When a second evaluator may be involved in an observation, teachers will receive prior notification
 6. A person making a request for a second evaluator will provide a rationale for the request

7. If the primary evaluator is the building principal, the principal will choose the second evaluator from credentialed district evaluators outside the building. If the primary evaluator is not the building principal, the second evaluator will be the building principal.
8. A teacher-requested second evaluator will conduct an unannounced observation of no less than 30 minutes within 2 weeks of the approved request; evaluators will utilize observational data and other evidence to collaborate and determine the rating for that observation cycle. Both evaluators will participate in the Post-Observation Conference.

B. Duration

1. Observations shall not be less than thirty minutes
2. A minimum of two thirty minute observations are needed to complete an evaluation per HB555
3. Evaluators and teachers will collaborate to schedule observation times
4. Observed lessons should be representative of the teacher's schedule

C. Reporting

1. The teacher being evaluated shall receive a Final Summative Rating no later than May 10
2. The report will determine at that time whether the teacher will continue on a Professional Growth Plan or be placed on an Improvement Plan
3. An OCFT representative may be present at the conference at the request of either the teacher or the evaluator. An OCFT representative does not need to be present if both the teacher and evaluator agree.
4. The evaluator will print a hard copy of Final Summative Rating for district files.

Teacher Professional Growth Plan

Teachers may complete the confidential self-assessment survey (see appendix A) prior to goal-setting at the beginning of the evaluation year. Teachers must submit professional growth plan by August 31 unless an RE.

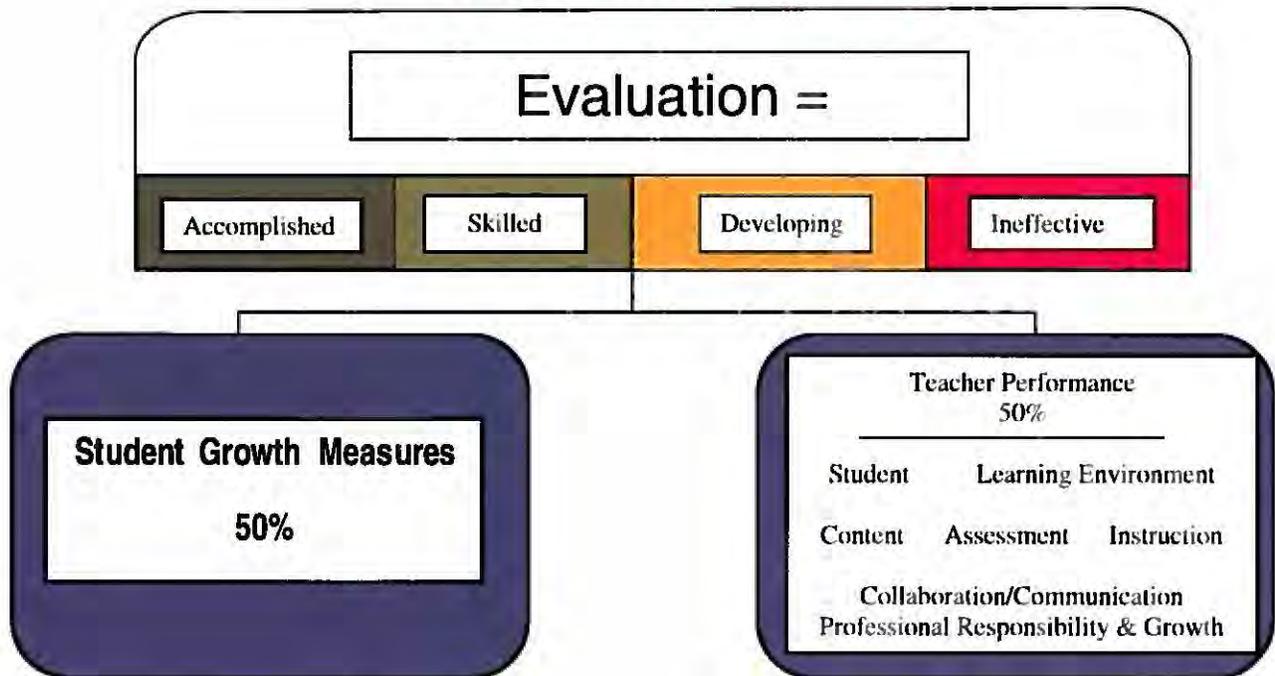
Evaluation of Professional Staff (Teachers)

The State Board of Education recognizes the importance of evaluating teachers for the purposes of rewarding excellence, improving quality of instruction students receive, improving student learning, strengthening professional proficiency, including identifying and correcting deficiencies, and for informing employment decisions.

Each Teacher will be evaluated according to the Evaluation Framework (see below) which is aligned with the *Standards for the Teaching Profession* adopted under state law.

Each teacher will be evaluated using the multiple factors set forth in the State Board of Education's teacher evaluation framework. The evaluation factors are weighted as follows:

Evaluation Framework

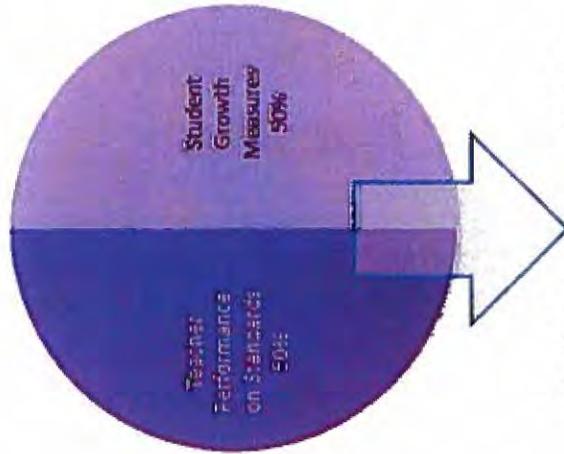
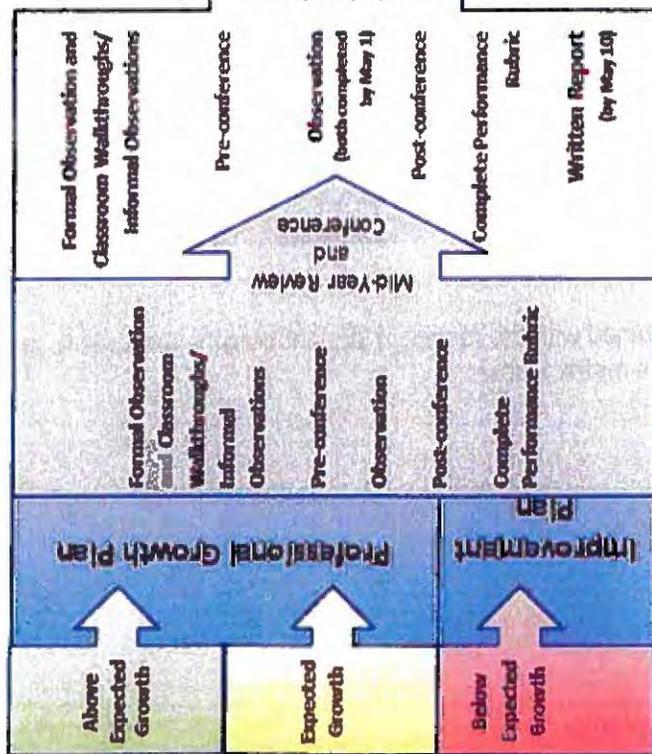


The district will use the 50% teacher performance and 50% student growth measure framework for the 2014-15 school year. The district will review the use of ODE-developed tools for measuring the following components: Student Surveys, Teacher Self-Evaluations, Peer Review Evaluations and Student Portfolios.

The teacher's performance rating will be combined with the results of student growth measures to produce a summative evaluation rating as depicted in the matrix below:

Ohio Teacher Evaluation System (OTES)

Teacher Performance on Standards



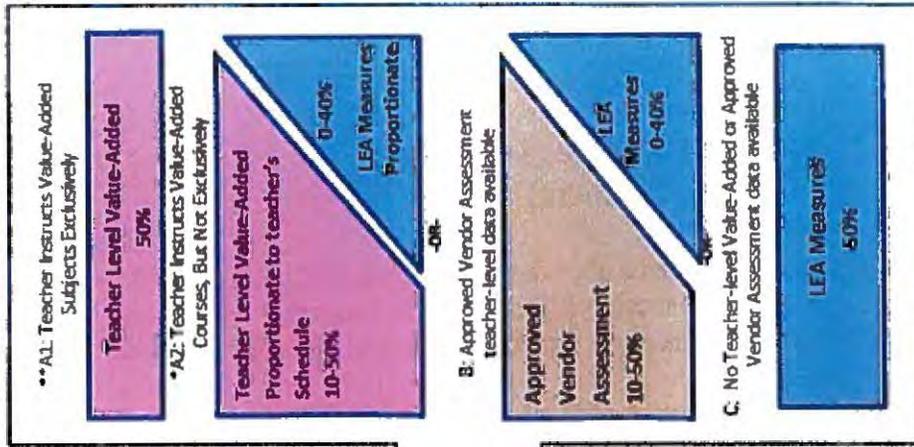
Final Summative Rating



*A2- The student growth measure progress dimension shall be used in proportion to the part of a teacher's schedule of courses or subjects for which the dimension is applicable.

**A1- If a teacher's schedule is comprised *only* of courses or subjects for which value-added progress dimension is applicable: Until June 30, 2014, the majority (>50%) of the student academic growth factor of the evaluation shall be based on the value-added progress dimension. On or after July 1, 2014, the entire student academic growth factor of the evaluation shall be based on the value-added progress dimension.

Student Growth Measures



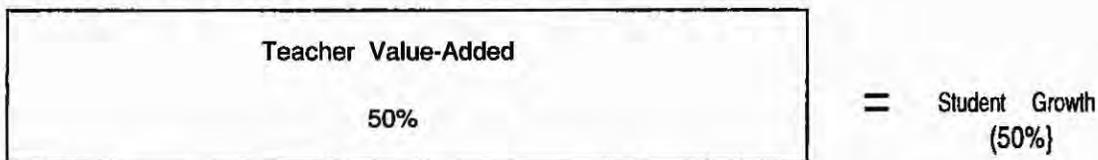
Three Categories of Teachers (Based on Availability of Teacher Value-Added and LEA Decisions)

It is important to note that the combination of measures within this general framework will vary, depending on the grades and subjects taught, and LEA decisions. Subsequently, there will be three categories (A, B, C) for teachers based on the availability of Teacher Value-Added and LEA decisions.

The EVAAS Teacher Value-Added reports shall be used in proportion to the part of the teacher's schedule of courses or subjects for which the measure is applicable.

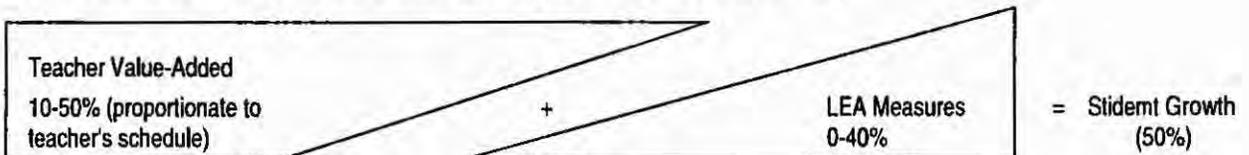
A: Teacher-level Value Added data available

A1: Instructs Value-Added courses/subjects exclusively*

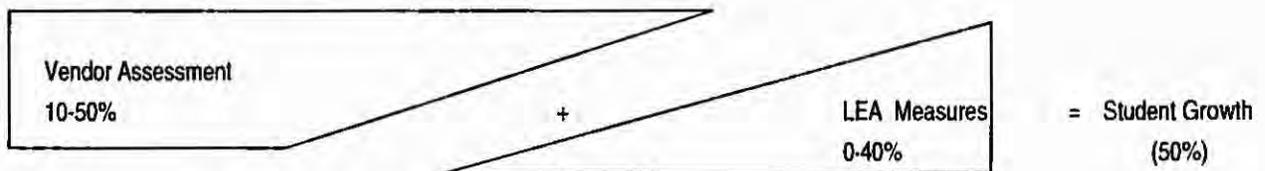


*This requirement is phased in. Until June 30, 2014, the majority (>25%) of the student academic growth factor of the evaluation shall be based on Value-Added. On or after July 1, 2014, the entire student academic growth factor of the evaluation shall be based on Value -Added.

A2: Instructs Value-Added courses/subjects, but not exclusively



B: Approved-Vendor Assessment data available



C: No Teacher-level Value-Added or Approved-Vendor Assessment data available



Some student growth data will be based on the previous year's results due to testing schedules, Value-Added processing, and statutory requirements for evaluation timeline.

Student Growth Measures Ratings Table

% of students that exceed/met growth target	Descriptive Rating	Numerical Rating
90-100	Most Effective	5
80-89	Above Average	4
70-79	Average	3
60-69	Approaching Average	2
59 or less	Ineffective	1

OTES Final Rating Table

Teacher Performance

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

Teachers rated *Accomplished* will develop a Professional Growth Plan and may choose their credentialed evaluator from the Board-approved evaluator list.

Teachers rated *Skilled* will have the option to develop a Professional Growth Plan collaboratively with a credentialed evaluator. They will have input on their assignment of the credentialed evaluator from the Board-approved evaluator list.

Teachers rated *Developing* must develop a Professional Growth Plan in collaboration with their assigned credentialed evaluator from the Board-approved evaluator list.

Teachers rated *Ineffective* must develop an Improvement Plan with their credentialed evaluator. The Superintendent/designee will assign the credentialed evaluator for the evaluation cycle and approve the Improvement Plan.

Additionally, at the local level, the board of education will include in its evaluation policy, procedures for using the evaluation results for retention and promotion decisions and for removal of poorly-performing teachers. Seniority will not be the basis for teacher retention decisions, except when deciding between teachers who have comparable evaluations.

The local board of education will also provide for the allocation of financial resources to support professional development.

[Adoption date: xxxx 2014] LEGAL REFS. ORC 3319.111; 3319.112; 3319.114

Visual Representation

PGP and IP Guidelines, Roles and Responsibilities

Teacher Rating ▼	PGP Self-Directed	PGP Self-Dir. or Collaborative	PGP Collaborative	Improvement Plan	Choose Evaluator	Input on Evaluator	Evaluator is Assigned
Accomplished	X				X		
Skilled		X				X	
Developing			X				X
Ineffective				X			X

Pre-Conference Sample Questions

The questions provided are intended to guide thinking and conversation; every question may not be answered or relevant for every observation. (Standards are listed by how they appear in the Teacher Evaluation Rubric)

FOCUS FOR LEARNING

(Standard 4: Instruction)

- What is the focus for the lesson?
- What content will students know/understand? What skills will they demonstrate?
- What standards are addressed in the planned instruction?
- Why is this learning important?

ASSESSMENT DATA

(Standard 3: Assessment)

- What assessment data was examined to inform this lesson planning?
- What does pre-assessment data indicate about student learning needs?

PRIOR CONTENT KNOWLEDGE/SEQUENCE/CONNECTIONS

(Standard 1: Students/Standard 2: Content/Standard 4: Instruction)

- What prior knowledge do students need?
- What are the connections to previous and future learning?
- How does this lesson connect to students' real-life experiences and/or possible careers?
- How does it connect to other disciplines?

KNOWLEDGE OF STUDENTS

(Standard 1: Students)

- What should the evaluator know about the student population?
- How is this a developmentally appropriate learning activity?

LESSON DELIVERY

(Standard 2: Content/Standard 4: Instruction)

- How will the goals for learning be communicated to students?
- What instructional strategies and methods will be used to engage students and promote independent learning and problem solving?
- What strategies will be used to make sure all students achieve lesson goals?
- How will content-specific concepts, assumptions and skills be taught?

DIFFERENTIATION

(Standard 1: Students/Standard 4: Instruction)

- How will the instructional strategies address all students' learning needs?
- How will the lesson engage and challenge students of all levels?
- How will developmental gaps be addressed?

RESOURCES

(Standard 2: Content/Standard 4: Instruction)

- What resources/materials will be used in instruction?
- How will technology be integrated into lesson delivery?

CLASSROOM ENVIRONMENT

(Standard 1: Students/Standard 5: Learning Environment)

- How will the environment support all students?
- How will different grouping strategies be used?
- How will safety in the classroom be ensured?
- How will respect for all be modeled and taught?

ASSESSMENT OF STUDENT LEARNING

(Standard 3: Assessment)

- How will you check for understanding during the lesson?
- What specific products or demonstrations will assess student learning/achievement of goals for instruction?
- How will you ensure that students understand how they are doing and support students' self-assessment?
- How will you use assessment data to inform your next steps?

PROFESSIONAL RESPONSIBILITIES: COLLABORATION AND COMMUNICATION

(Standard 6)

- How do you cooperate with colleagues?
- How do you work with others when there is a problem?
- What is your communication style with students? With families? With colleagues?
- In what ways do you seek the perspectives of others? Give an example.

PROFESSIONAL RESPONSIBILITIES: PROFESSIONAL RESPONSIBILITY AND GROWTH

(Standard 7)

- How do you apply knowledge gained from other experiences into your teaching?
- Discuss ways you reflect and analyze your teaching.
- What are some proactive ways you further your own professional growth?

Post-Conference Sample Questions

The questions provided are intended to guide thinking and conversation; every question may not be answered or relevant for every observation. (Standards are listed by how they appear in the Teacher Evaluation Rubric)

FOCUS FOR LEARNING

(Standard 4: Instruction)

- What was the focus for the lesson?
- Talk about the content that you hoped students would know and understand by the end of the lesson. What skills did they demonstrate to you?
- What standards were addressed in the planned instruction?
- Why was this learning important?
- How was the appropriateness of the goal communicated to students?
- How did your state goals fit into the unit, course and school goals?

ASSESSMENT DATA

(Standard 3: Assessment)

- What assessment data was examined to inform the planning for the observed lesson?
- What did pre-assessment data indicate about student learning needs?
- What formal or informal techniques did you use to collect evidence of students' knowledge and skills?
- How did your assessment data help you identify student strengths and areas of improvement?

PRIOR CONTENT KNOWLEDGE/SEQUENCE/CONNECTIONS

(Standard 1: Students/Standard 2: Content/Standard 4: Instruction)

- What prior knowledge did students need and how did you connect that to their future learning?
- How did this lesson connect to students' real-life experiences and/or possible careers?
- How did it connect to other disciplines?

KNOWLEDGE OF STUDENTS

(Standard 1: Students)

- How did this lesson demonstrate your familiarity with the students' background knowledge and experiences?
- Talk about how this lesson was developmentally appropriate for your students.
- What strategies did you plan for and implement to meet the needs of individual students?

LESSON DELIVERY

(Standard 2: Content/Standard 4: Instruction)

- How were the goals for learning communicated to students?
- What instructional strategies and methods were used to engage students and promote independent learning and problem solving?
- What strategies were used to make sure all students achieve lesson goals?
- How were content-specific concepts, assumptions and skills taught?
- What questioning techniques did you use to support student learning?
- How did you ensure this lesson was student led?

DIFFERENTIATION

(Standard 1: Students/Standard 4: Instruction)

- How did instructional strategies address all students' learning needs?
- How did the lesson engage and challenge students of all levels?
- How were developmental gaps addressed?
- Why is it important to provide varied options for student mastery?

RESOURCES

(Standard 2: Content/Standard 4: Instruction)

- What resources/materials were used in instruction?
- How was technology integrated into lesson delivery?
- How did students show ownership of their learning?

CLASSROOM ENVIRONMENT

(Standard 1: Students/Standard 5: Learning Environment)

- How did the environment support all students?
- How were different grouping strategies used?
- How was safety in the classroom ensured?
- How was respect for all modeled and taught?

ASSESSMENT OF STUDENT LEARNING

(Standard 3: Assessment)

- How did you check for understanding during the lesson?
- What specific products or demonstrations assessed student learning/achievement of goals for instruction?
- How did you ensure that students understand how they are doing and support students' self-assessment?
- How did you use assessment data to inform your next steps?
- Why is it important to provide specific and timely feedback?

PROFESSIONAL RESPONSIBILITIES: COLLABORATION AND COMMUNICATION

(Standard 6)

- How do you cooperate with colleagues?
- How do you work with others when there is a problem?
- What is your communication style with students? With families? With colleagues?
- In what ways do you seek the perspectives of others? Give an example.

PROFESSIONAL RESPONSIBILITIES: PROFESSIONAL RESPONSIBILITY AND GROWTH

(Standard 7)

- How do you apply knowledge gained from other experiences into your teaching?
- Discuss ways you reflect and analyze your teaching.
- What are some proactive ways you further your own professional growth?

Section 2: Performance Improvement

Professional Growth Plan
Improvement Plan

eTEPS Professional Growth Plan

Using the electronic teacher evaluation system:

Teachers rated *Accomplished* will develop a Professional Growth Plan and may choose their credentialed evaluator from the Board-approved evaluator list.

Teachers rated *Skilled* will have the option to develop a Professional Growth Plan collaboratively with a credentialed evaluator. They will have input on their assignment of the credentialed evaluator from the Board-approved evaluator list.

Teachers rated *Developing* must develop a Professional Growth Plan in collaboration with their assigned credentialed evaluator from the Board-approved evaluator list.

Professional Growth Plans may be Self-Directed (written on your own) or Collaborative (written with your evaluator or lead teacher), depending on your teacher rating. SMART goals are written to demonstrate how student achievement and professional growth will be measured.

eTEPS Improvement Plan

Using the electronic teacher evaluation system:

Teachers rated *Ineffective* must develop an Improvement Plan with their credentialed evaluator. The Superintendent/designee will assign the credentialed evaluator for the evaluation cycle and approve the Improvement Plan.

The Improvement Plan is designed to help improve teacher performance and increase student achievement.

Section 3: Appendix

- A: Self-Assessment Survey
- B: ODE Teaching Standards
- C: Descriptions of Practice (Teacher Evaluation Rubric)
- D: Final Evaluation Reporting Worksheet
- E: Artifacts of Practice
- F: Resident Educator -Information and Timelines
- G: Sample Lesson Plan Template
- H: OTES Evidence Grid (for Evaluators)
- I: Formal Request for a Non-Peer Evaluator
- J: Rights and Protections



SELF-ASSESSMENT SURVEY

Standard 1: Students

Teachers understand student learning and development, and respect the diversity of the students they teach.

ESSENTIAL QUESTION: *Do you understand your students' backgrounds and learning styles and needs, and expect that all of your students can achieve?* Consider each of the statements below. Choose the response that most accurately represents your performance.

I understand how students learn and I know the developmental characteristics of different age groups of students.	Never 1	Rarely 2	Sometimes 3	Frequently 4	Always 5
---	------------	-------------	----------------	-----------------	-------------

Evidence

I use my knowledge of what students know and are able to do to meet the needs of all of my students.	Never 1	Rarely 2	Sometimes 3	Frequently 4	Always 5
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Evidence

I demonstrate respect for my students' diverse cultures, language skills, and experiences.	Never 1	Rarely 2	Sometimes 3	Frequently 4	Always 5
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Evidence

I assist in the appropriate identification, instruction, and intervention for gifted students, students with disabilities, and at-risk students.	Never 1	Rarely 2	Sometimes 3	Frequently 4	Always 5
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Evidence

Comments (Use this area to explain any answers.)

Standard 2: Content

Teachers know and understand the content area for which they have instructional responsibility.

ESSENTIAL QUESTION: *Do you have a deep understanding of the content you teach?*

Consider each of the statements below. Choose the response that most accurately represents your performance.

I use my knowledge of content-specific concepts, assumptions and skills to plan effective instruction.	Never 1	Rarely 2	Sometimes 3	Frequently 4	Always 5
--	------------	-------------	----------------	-----------------	-------------

Evidence

I understand and use the Ohio academic content standards. Evidence	Never 1	Rarely 2	Sometimes 3	Frequently 4	Always 5
I connect my discipline with other content areas to plan and deliver effective instruction. Evidence	Never 1	Rarely 2	Sometimes 3	Frequently 4	Always 5
I connect content to relevant life experiences and career opportunities. Evidence	Never 1	Rarely 2	Sometimes 3	Frequently 4	Always 5
Comments (Use this area to explain any answers.)					

Standard 3: Assessment

Teachers understand and use varied assessments to inform instruction, evaluate and ensure student learning.

ESSENTIAL QUESTION: *Do you understand and effectively use varied assessments?*

Consider each of the statements below. Choose the response that most accurately represents your performance.

I understand varied types of assessments, their purposes and the data they generate. Evidence	Never 1	Rarely 2	Sometimes 3	Frequently 4	Always 5
I select, develop and use a variety of diagnostic, formative and summative assessments. Evidence	Never 1	Rarely 2	Sometimes 3	Frequently 4	Always 5
I analyze data to monitor student's progress and learning, and to plan, differentiate and modify instruction. Evidence	Never 1	Rarely 2	Sometimes 3	Frequently 4	Always 5
I collaborate and communicate student progress with students, parents and colleagues. Evidence	Never 1	Rarely 2	Sometimes 3	Frequently 4	Always 5

I involve learners in self-assessment and goal setting to address gaps between performance and potential. Evidence	Never 1	Rarely 2	Sometimes 3	Frequently 4	Always 5
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Comments (Use this area to explain any answers.)

Standard 4: Instruction

Teachers plan and deliver effective instruction that advances the learning of each individual student.

ESSENTIAL QUESTION: *Do you plan and deliver effective instruction that advances the learning of each individual student?*

Consider each of the statements below. Choose the response that most accurately represents your performance.

I align my instructional goals and activities with school and district priorities and with Ohio's academic content standards. Evidence	Never 1	Rarely 2	Sometimes 3	Frequently 4	Always 5
---	------------	-------------	----------------	-----------------	-------------

I use information about students' learning and performance to plan and deliver instruction designed to close the achievement gap. Evidence	Never 1	Rarely 2	Sometimes 3	Frequently 4	Always 5
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I communicate clear learning goals and link learning activities to those goals. Evidence	Never 1	Rarely 2	Sometimes 3	Frequently 4	Always 5
---	------------	-------------	----------------	-----------------	-------------

I apply my knowledge of how students think and learn to my planning and Instruction. Evidence	Never 1	Rarely 2	Sometimes 3	Frequently 4	Always 5
--	------------	-------------	----------------	-----------------	-------------

I differentiate instruction to meet the needs of all students, including gifted students, students with disabilities and at-risk students. Evidence	Never 1	Rarely 2	Sometimes 3	Frequently 4	Always 5
--	------------	-------------	----------------	-----------------	-------------

I create and select activities that are designed to help students independent learners and complex problem-solvers.

Never	Rarely	Sometimes	Frequently	Always
1	2	3	4	5

Evidence

I use resources effectively, including technology, to enhance student learning.

Never	Rarely	Sometimes	Frequently	Always
1	2	3	4	5

Evidence

Comments (Use this area to explain any answers.)

Standard 5: Learning Environment

Teachers create learning environments that promote high levels of learning and achievement for all students.

ESSENTIAL QUESTION: *Have you created a learning environment that promotes learning and high achievement?*

Consider each of the statements below. Choose the response that most accurately represents your performance.

I treat all students fairly and I have established a classroom environment that is respectful, supportive and caring.

Never	Rarely	Sometimes	Frequently	Always
1	2	3	4	5

Evidence

I have created a classroom environment that is physically and emotionally safe.

Never	Rarely	Sometimes	Frequently	Always
1	2	3	4	5

Evidence

I motivate my students to work productively and take responsibility for their own learning.

Never	Rarely	Sometimes	Frequently	Always
1	2	3	4	5

Evidence

I create learning situations in which students work independently, collaboratively and/or as a whole class to my planning and Instruction.

Never	Rarely	Sometimes	Frequently	Always
1	2	3	4	5

Evidence

I maintain an environment that is conducive to learning for all students.	Never 1	Rarely 2	Sometimes 3	Frequently 4	Always 5
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Evidence

Comments (Use this area to explain any answers.)

Standard 6: Collaboration and Communication

Teachers collaborate and communicate with other educators, administrators, parents and the community to support student learning.

ESSENTIAL QUESTION: *Do you collaborate and communicate effectively with your colleagues, administrators, parents and the community?* Consider each of the statements below. Choose the response that most accurately represents your performance.

I communicate clearly and effectively.	Never 1	Rarely 2	Sometimes 3	Frequently 4	Always 5
--	------------	-------------	----------------	-----------------	-------------

Evidence

I share responsibility with parents and caregivers to support student learning, emotional and physical development and mental health.	Never 1	Rarely 2	Sometimes 3	Frequently 4	Always 5
---	------------	-------------	----------------	-----------------	-------------

Evidence

I collaborate effectively with other teachers, administrators and school and district staff.	Never 1	Rarely 2	Sometimes 3	Frequently 4	Always 5
--	------------	-------------	----------------	-----------------	-------------

Evidence

I collaborate effectively with the local community and community agencies, when appropriate to promote student learning.	Never 1	Rarely 2	Sometimes 3	Frequently 4	Always 5
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Evidence

Comments (Use this area to explain any answers.)

Standard 7: Professional Responsibility and Growth

Teachers assume responsibility for professional growth, performance, and involvement as an individual and as a member of a learning community.

ESSENTIAL QUESTION: *Do you assume responsibility for your professional performance and development?*

Consider each of the statements below. Choose the response that most accurately represents your performance.

I understand, uphold and follow professional ethics, policies and legal codes of professional conduct.	Never 1	Rarely 2	Sometimes 3	Frequently 4	Always 5
--	------------	-------------	----------------	-----------------	-------------

Evidence

I take responsibility for engaging in continuous, professional development.	Never 1	Rarely 2	Sometimes 3	Frequently 4	Always 5
---	------------	-------------	----------------	-----------------	-------------

Evidence

I seek opportunities to impact the quality of my teaching, make school improvements and increase student achievement.	Never 1	Rarely 2	Sometimes 3	Frequently 4	Always 5
---	------------	-------------	----------------	-----------------	-------------

Evidence

Comments (Use this area to explain any answers.)

B

Ohio Standards for the Teaching Profession

1. Teachers understand student learning and development and respect the diversity of the students they teach.
 - Teachers display knowledge of how students learn and of the developmental characteristics of age groups.
 - Teachers understand what students know and are able to do and use this knowledge to meet the needs of all students.
 - Teachers expect that all students will achieve to their full potential.
 - Teachers model respect for students' diverse cultures, language, skills, and experiences.
 - Teachers recognize characteristics of gifted students, students with disabilities and at-risk students in order to assist in appropriate identification, instruction, and intervention.
2. Teachers know and understand the content area for which they have instructional responsibility.
 - Teachers know the content they teach and use their knowledge of content-area concepts, assumptions and skills to plan instruction.
 - Teachers understand and use content-specific instructional strategies to effectively teach the central concepts and skills of the discipline.
 - Teachers understand school and district curriculum priorities and the Ohio academic content standards.
 - Teachers understand the relationship of knowledge within the discipline to other content areas.
 - Teachers connect content to relevant life experiences and career opportunities.
3. Teachers understand and use varied assessments to inform instruction, evaluate and ensure student learning.
 - Teachers are knowledgeable about assessment types, their purposes and the data they generate.
 - Teachers select, develop and use a variety of diagnostic, formative and summative assessments.
 - Teachers analyze data to monitor student progress and learning, and to plan, differentiate and modify instruction.
 - Teachers collaborate and communicate student progress with students, parents and colleagues.
 - Teachers involve learners in self-assessment and goal setting to address gaps between performance and potential.
4. Teachers plan and deliver effective instruction that advances the learning of each individual student.
 - Teachers align their instructional goals and activities with school and district priorities and Ohio's academic content standards.
 - Teachers use information about students' learning and performance to plan and deliver instruction that will close the achievement gap.
 - Teachers communicate clear learning goals and explicitly link learning activities to those defined goals.
 - Teachers apply knowledge of how students think and learn to instructional design and delivery.
 - Teachers differentiate instruction to support the learning needs of all students, including students identified as gifted, students with disabilities and at-risk students.
 - Teachers create and select activities that are designed to help students develop as independent learners and complex problem-solvers.
 - Teachers use resources effectively, including technology, to enhance student learning.

5. Teachers create learning environments that promote high levels of learning and achievement for all students.
 - Teachers treat all students fairly and establish an environment that is respectful, supportive and caring.
 - Teachers create an environment that is physically and emotionally safe.
 - Teachers motivate students to work productively and assume responsibility for their own learning.
 - Teachers create learning situations in which students work independently, collaboratively and/or as a whole class.
 - Teachers maintain an environment that is conducive to learning for all students.

6. Teachers collaborate and communicate with students, parents, other educators, administrators and the community to support student learning.
 - Teachers communicate clearly and effectively.
 - Teachers share responsibility with parents and caregivers to support student learning, emotional and physical development and mental health.
 - Teachers collaborate effectively with other teachers, administrators and school and district staff.
 - Teachers collaborate effectively with the local community and community agencies, when and where appropriate, to promote a positive environment for student learning.

7. Teachers assume responsibility for professional growth, performance and involvement as an individual and as a member of a learning community.
 - Teachers understand uphold and follow professional ethics, policies and legal codes of professional conduct.
 - Teachers take responsibility for engaging in continuous, purposeful professional development.
 - Teachers are agents of change who seek opportunities to positively impact teaching quality, school improvements and student achievement.



Teacher Performance Evaluation Rubric

The *Teacher Performance Evaluation Rubric* is intended to be scored holistically. This means that evaluators will assess which level provides the best *overall* description of the teacher. The scoring process is expected to occur upon completion of each thirty (30) minute observation and post-conference. The evaluator is to consider evidence gathered during the pre-observation conference, the observation, the post-observation conference, and classroom walkthroughs (if applicable). When completing the performance rubric, please note that evaluators are not expected to gather evidence on all indicators for each observation cycle. Likewise, teachers should not be required to submit additional pieces of evidence to address all indicators. The professionalism section of the rubric may use evidence collected during the pre-observation and post-observation conferences as well as information from the Professional Growth and/or Improvement Plan (if applicable).

INSTRUCTIONAL PLANNING					
		Ineffective	Developing	Proficient	Accomplished
INSTRUCTIONAL PLANNING	FOCUS FOR LEARNING (Standard 4: Instruction) <i>Sources of Evidence:</i> Pre-Conference	The teacher does not demonstrate a clear focus for student learning. Learning objectives are too general to guide lesson planning and are inappropriate for the students, and/or do not reference the Ohio standards.	The teacher communicates a focus for student learning, develops learning objectives that are appropriate for students and reference the Ohio standards but do not include measurable goals.	The teacher demonstrates a focus for student learning, with appropriate learning objectives that include measurable goal(s) for student learning aligned with the Ohio standards. The teacher demonstrates the importance of the goal and its appropriateness for students.	The teacher establishes challenging and measurable goal(s) for student learning that aligns with the Ohio standards and reflect a range of student learner needs. The teacher demonstrates how the goal(s) fit into the broader unit, course, and school goals for content learning and skills.
	Evidence				
INSTRUCTIONAL PLANNING	ASSESSMENT DATA (Standard 3: Assessment) <i>Sources of Evidence:</i> Pre-Conference	The teacher does not plan for the assessment of student learning or does not analyze student learning data to inform lesson plans. The teacher does not use or only uses one measure of student performance.	The teacher explains the characteristics, uses, and limitations of various diagnostic, formative, and summative assessments but does not consistently incorporate this knowledge into lesson planning. The teacher uses more than one measure of student performance but does not appropriately vary assessment approaches, or the teacher may have difficulty analyzing data to effectively inform instructional planning and delivery.	The teacher demonstrates an understanding that assessment is a means of evaluating and supporting student learning through effectively incorporating diagnostic, formative, and/or summative assessments into lesson planning. The teacher employs a variety of formal and informal assessment techniques to collect evidence of students' knowledge and skills and analyzes data to effectively inform instructional planning and delivery.	The teacher purposefully plans assessments and differentiates assessment choices to match the full range of student needs, abilities, and learning styles, incorporating a range of appropriate diagnostic, formative, and summative assessments into lesson plans. Student learning needs are accurately identified through an analysis of student data; the teacher uses assessment data to identify student strengths and areas for student growth.
	Evidence				

INSTRUCTIONAL PLANNING					
		Ineffective	Developing	Proficient	Accomplished
INSTRUCTIONAL PLANNING	<p>PRIOR CONTENT KNOWLEDGE / SEQUENCE / CONNECTIONS (Standard 1: Students; Standard 2: Content; Standard 4: Instruction)</p> <p><i>Sources of Evidence:</i> Pre-Conference</p>	<p>The teacher's lesson does not build on or connect to students' prior knowledge, or the teacher may give an explanation that is illogical or inaccurate as to how the content connects to previous and future learning.</p>	<p>The teacher makes an attempt to connect the lesson to students' prior knowledge, to previous lessons or future learning but is not completely successful.</p>	<p>The teacher makes clear and coherent connections with students' prior knowledge and future learning—both explicitly to students and within the lesson.</p> <p>The teacher plans and sequences instruction to include the important content, concepts, and processes in school and district curriculum priorities and in state standards.</p>	<p>The teacher uses the input and contributions of families, colleagues, and other professionals in understanding each learner's prior knowledge and supporting their development. The teacher makes meaningful and relevant connections between lesson content and other disciplines and real-world experiences and careers as well as prepares opportunities for students to apply learning from different content areas to solve problems.</p> <p>The teacher plans and sequences instruction that reflects an understanding of the prerequisite relationships among the important content, concepts, and processes in school and district curriculum priorities and in state standards as well as multiple pathways for learning depending on student needs. The teacher accurately explains how the lesson fits within the structure of the discipline.</p>
	Evidence				

INSTRUCTIONAL PLANNING

INSTRUCTIONAL PLANNING	<p>KNOWLEDGE OF STUDENTS (Standard 1: Students)</p> <p><i>Sources of Evidence:</i> Analysis of Student Data Pre-Conference</p>	<p>The teacher demonstrates a lack of familiarity with students' backgrounds and has made no attempts to find this information.</p> <p>The teacher's plan for instruction does not demonstrate an understanding of students' development, preferred learning styles, and/or student backgrounds/prior experiences.</p>	<p>The teacher demonstrates some familiarity with students' background knowledge and experiences and describes one procedure used to obtain this information.</p> <p>The teacher's instructional plan draws upon a partial analysis of students' development, readiness for learning, preferred learning styles, or backgrounds and prior experiences and/or the plan is inappropriately tailored to the specific population of students in the classroom.</p>	<p>The teacher demonstrates familiarity with students' background knowledge and experiences and describes multiple procedures used to obtain this information.</p> <p>The teacher's instructional plan draws upon an accurate analysis of the students' development, readiness for learning, preferred learning styles, and backgrounds and prior experiences.</p>	<p>The teacher demonstrates an understanding of the purpose and value of learning about students' background experiences, demonstrates familiarity with each student's background knowledge and experiences, and describes multiple procedures used to obtain this information.</p> <p>The teacher's analysis of student data (student development, student learning and preferred learning styles, and student backgrounds/prior experiences) accurately connects the data to specific instructional strategies and plans.</p> <p>The teacher plans for and can articulate specific strategies, content, and delivery that will meet the needs of individual students and groups of students.</p>
	Evidence				

Instruction and Assessment					
		Ineffective	Developing	Proficient	Accomplished
INSTRUCTION AND ASSESSMENT	<p>LESSON DELIVERY (Standard 2: Content; Standard 4: Instruction; Standard 6: Collaboration and Communication)</p> <p><i>Sources of Evidence:</i> Formal Observation Classroom Walkthroughs/ Informal Observations</p>	<p>A teacher's explanations are unclear, incoherent, or inaccurate, and are generally ineffective in building student understanding. The teacher uses language that fails to engage students, is inappropriate to the content, and/or discourages independent or creative thinking.</p> <p>The teacher fails to address student confusion or frustration and does not use effective questioning techniques during the lesson. The lesson is almost entirely teacher-directed.</p>	<p>Teacher explanations are accurate and generally clear but the teacher may not fully clarify information based on students' questions about content or instructions for learning activities or the teacher may use some language that is developmentally inappropriate, leading to confusion or limiting discussion.</p> <p>The teacher re-explains topics when students show confusion, but is not always able to provide an effective alternative explanation. The teacher attempts to employ purposeful questioning techniques, but may confuse students with the phrasing or timing of questions. The lesson is primarily teacher-directed.</p>	<p>Teacher explanations are clear and accurate. The teacher uses developmentally appropriate strategies and language designed to actively encourage independent, creative, and critical thinking.</p> <p>The teacher effectively addresses confusion by re-explaining topics when asked and ensuring understanding. The teacher employs effective, purposeful questioning techniques during instruction. The lesson is a balance of teacher-directed instruction and student-led learning.</p>	<p>Teacher explanations are clear, coherent, and precise. The teacher uses well-timed, individualized, developmentally appropriate strategies and language designed to actively encourage independent, creative, and critical thinking, including the appropriate use of questions and discussion techniques.</p> <p>The teacher accurately anticipates confusion by presenting information in multiple formats and clarifying content before students ask questions. The teacher develops high-level understanding through effective uses of varied levels of questions. The lesson is student-led, with the teacher in the role of facilitator.</p>
	Evidence				
	<p>DIFFERENTIATION (Standard 1: Students; Standard 4: Instruction)</p> <p><i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations</p>	<p>The teacher does not attempt to make the lesson accessible and challenging for most students, or attempts are developmentally inappropriate.</p>	<p>The teacher relies on a single strategy or alternate set of materials to make the lesson accessible to most students though some students may not be able to access certain parts of the lesson and/or some may not be challenged.</p>	<p>The teacher supports the learning needs of students through a variety of strategies, materials, and/or pacing that make learning accessible and challenging for the group..</p>	<p>The teacher matches strategies, materials, and/or pacing to students' individual needs, to make learning accessible and challenging for all students in the classroom . The teacher effectively uses independent, collaborative and whole-class instruction to support individual learning goals and provides varied options for how students will demonstrate mastery.</p>
Evidence					

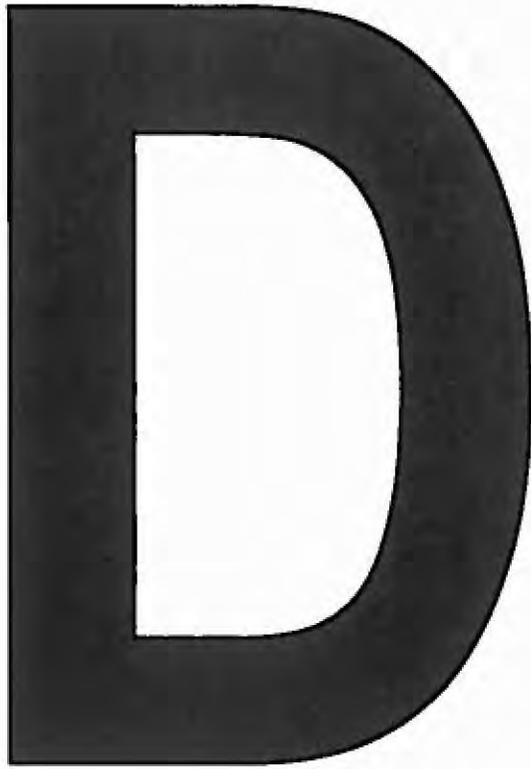
Instruction and Assessment					
		Ineffective	Developing	Proficient	Accomplished
	<p>RESOURCES (Standard 2: Content; Standard 4: Instruction)</p> <p><i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations</p>	Instructional materials and resources used for instruction are not relevant to the lesson or are inappropriate for students.	The teacher uses appropriate instructional materials to support learning goals, but may not meet individual students' learning styles/needs or actively engage them in learning.	Instructional materials and resources are aligned to the instructional purposes and are appropriate for students' learning styles and needs, actively engaging students.	Instructional materials and resources are aligned to instructional purposes, are varied and appropriate to ability levels of students, and actively engage them in ownership of their learning.
	Evidence				

Instruction and Assessment					
		Ineffective	Developing	Proficient	Accomplished
INSTRUCTION AND ASSESSMENT	<p>CLASSROOM ENVIRONMENT (Standard 1: Students; Standard 5: Learning Environment; Standard 6: Collaboration and Communication)</p> <p><i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations</p>	<p>There is little or no evidence of a positive rapport between the teacher and students. For example, the teacher may respond disrespectfully to students or ignore their questions or comments.</p> <p>There are no evident routines or procedures; students seem unclear about what they should be doing or are idle.</p> <p>Transitions are inefficient with considerable instructional time lost. Lessons progress too slowly or quickly so students are frequently disengaged.</p> <p>The teacher creates a learning environment that allows for little or no communication or engagement with families.</p> <p>Expectations for behavior are not established or are inappropriate and/or no monitoring of behaviors occurs. The teacher responds to misbehavior inappropriately.</p>	<p>The teacher is fair in the treatment of students and establishes a basic rapport with them. For example, the teacher addresses students questions or comments but does not inquire about their overall well-being.</p> <p>Routines and procedures are in place, but the teacher may inappropriately prompt or direct students when they are unclear or idle.</p> <p>The teacher transitions between learning activities, but occasionally loses some instructional time in the process.</p> <p>The teacher welcomes communication from families and replies in a timely manner.</p> <p>Appropriate expectations for behavior are established, but some expectations are unclear or do not address the needs of individual students. The teacher inconsistently monitors behavior.</p>	<p>The teacher has positive rapport with students and demonstrates respect for and interest in all students. For example, the teacher makes eye contact and connects with individual students.</p> <p>Routines and procedures run smoothly throughout the lesson, and students assume age-appropriate levels of responsibility for the efficient operation of the classroom.</p> <p>Transitions are efficient and occur smoothly. There is evidence of varied learning situations (whole class, cooperative learning, small group and independent work).</p> <p>The teacher engages in two-way communication and offers a variety of volunteer opportunities and activities for families to support student learning.</p> <p>A classroom management system has been implemented that is appropriate and responsive to classroom and individual needs of students. Clear expectations for student behavior are evident. Monitoring of student behavior is consistent, appropriate, and effective.</p>	<p>The teacher has positive rapport with students and demonstrates respect for and interest in individual students' experiences, thoughts and opinions. For example, the teacher responds quietly, individually, and sensitively to student confusion or distress.</p> <p>Routines are well-established and orderly and students initiate responsibility for the efficient operation of the classroom.</p> <p>Transitions are seamless as the teacher effectively maximizes instructional time and combines independent, collaborative, and whole-class learning situations.</p> <p>The teacher engages in two-way, ongoing communication with families that results in active volunteer, community, and family partnerships which contribute to student learning and development.</p> <p>A classroom management system has been designed, implemented, and adjusted with student input and is appropriate for the classroom and individual student needs. Students are actively encouraged to take responsibility for their behavior. The teacher uses research-based strategies to lessen disruptive behaviors and reinforce positive behaviors.</p>
	Evidence				

Instruction and Assessment

		Ineffective	Developing	Proficient	Accomplished
INSTRUCTION AND ASSESSMENT	<p>ASSESSMENT OF STUDENT LEARNING (Standard 3: Assessment)</p> <p><i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations Post-Conference</p>	<p>The teacher does not routinely use assessments to measure student mastery.</p> <p>The teacher rarely or never checks the students' understanding of content. The teacher fails to make adjustments in response to student confusion.</p> <p>The teacher persists in using a particular strategy for responding to misunderstandings, even when data suggest the approach is not succeeding.</p> <p>The teacher does not provide students with feedback about their learning.</p>	<p>The teacher uses assessments to measure student mastery, but may not differentiate instruction based on this information.</p> <p>The teacher checks for student understanding and makes attempts to adjust instruction accordingly, but these adjustments may cause some additional confusion</p> <p>The teacher gathers and uses student data from a few sources to choose appropriate instructional strategies for groups of students.</p> <p>Students receive occasional or limited feedback about their performance from the teacher.</p>	<p>The teacher uses assessment data to identify students' strengths and needs, and modifies and differentiates instruction accordingly, although the teacher may not be able to anticipate learning obstacles.</p> <p>The teacher checks for understanding at key moments and makes adjustments to instruction (whole-class or individual students). The teacher responds to student misunderstandings by providing additional clarification.</p> <p>The teacher gathers and uses student data from a variety of sources to choose and implement appropriate instructional strategies for groups of students.</p> <p>The teacher provides substantive, specific, and timely feedback of student progress to students, families, and other school personnel while maintaining confidentiality.</p>	<p>The teacher uses assessment data to identify students' strengths and needs, and modifies and differentiates instruction accordingly, as well as examines classroom assessment results to reveal trends and patterns in individual and group progress and to anticipate learning obstacles.</p> <p>The teacher continually checks for understanding and makes adjustments accordingly (whole-class or individual students). When an explanation is not effectively leading students to understand the content, the teacher adjusts quickly and seamlessly within the lesson and uses an alternative way to explain the concept.</p> <p>By using student data from a variety of sources, the teacher appropriately adapts instructional methods and materials and paces learning activities to meet the needs of individual students as well as the whole class.</p> <p>The teacher provides substantive, specific, and timely feedback to students, families, and other school personnel while maintaining confidentiality. The teacher provides the opportunity for students to engage in self-assessment and show awareness of their own strengths and weaknesses. The teacher uses student assessment results to reflect on his or her own teaching and to monitor teaching strategies and behaviors in relation to student success.</p>
	Evidence				

Professionalism					
		Ineffective	Developing	Proficient	Accomplished
PROFESSIONALISM	<p>PROFESSIONAL RESPONSIBILITIES (Standard 6: Collaboration and Communication; Standard 7: Professional Responsibility and Growth)</p> <p><i>Sources of Evidence:</i> Professional Development Plan or Improvement Plan; Pre-conference; Post-conference; daily interaction with others</p>	<p>The teacher fails to communicate clearly with students and families or collaborate effectively with professional colleagues.</p> <p>The teacher fails to understand and follow regulations, policies, and agreements.</p> <p>The teacher fails to demonstrate evidence of an ability to accurately self-assess performance and to appropriately identify areas for professional development.</p>	<p>The teacher uses a variety of strategies to communicate with students and families and collaborate with colleagues, but these approaches may not always be appropriate for a particular situation or achieve the intended outcome.</p> <p>The teacher understands and follows district policies and state and federal regulations at a minimal level.</p> <p>The teacher identifies strengths and areas for growth to develop and implement targeted goals for professional growth.</p>	<p>The teacher uses effective communication strategies with students and families and works effectively with colleagues to examine problems of practice, analyze student work, and identify targeted strategies.</p> <p>The teacher meets ethical and professional responsibilities with integrity and honesty. The teacher models and upholds district policies and state and federal regulations.</p> <p>The teacher sets data-based short- and long-term professional goals and takes action to meet these goals.</p>	<p>The teacher communicates effectively with students, families, and colleagues. The teacher collaborates with colleagues to improve personal and team practices by facilitating professional dialogue, peer observation and feedback, peer coaching and other collegial learning activities.</p> <p>The teacher meets ethical and professional responsibilities and helps colleagues access and interpret laws and policies and understand their implications in the classroom.</p> <p>The teacher sets and regularly modifies short-and long-term professional goals based on self-assessment and analysis of student learning evidence.</p>
	Evidence				



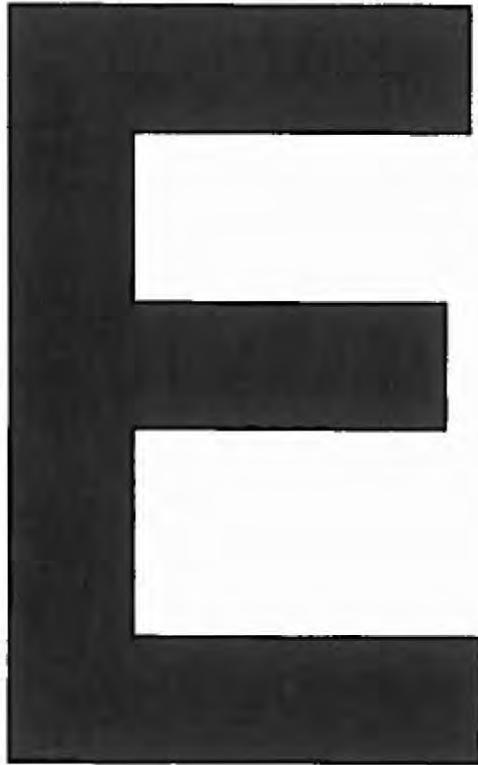
Final Summative Rating of Teacher Effectiveness

Proficiency on Standards 50%	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED
Cumulative Performance Rating (Holistic Rating using Performance Rubric)				
<i>Areas of reinforcement/ refinement:</i>				
Student Growth Data 50%	BELOW EXPECTED GROWTH	EXPECTED GROWTH	ABOVE EXPECTED GROWTH	
Student Growth Measure of Effectiveness				
<i>Areas of reinforcement/ refinement:</i>				
Final Summative (Overall) Rating	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED

Check here if Improvement Plan has been recommended.

Teacher Signature _____ Date _____
 Evaluator Signature _____ Date _____

The signatures above indicate that the teacher and evaluator have discussed the Summative Rating.
 Note: The teacher may provide additional information to the evaluator within 10 working days of the receipt of this form, and may request a second conference with the evaluator. Any additional information will become part of the summative record. Challenges may be made according to the local contract agreement.



ARTIFACTS OF PRACTICE

Standard #1

Teachers understand student learning and development and respect the diversity of the students they teach.

- Student work samples that evidence their building on life experiences, prior knowledge and interest (for example: autobiographies, family histories, personal narratives, college/career reports)
- Documentation of student led conferences or goal setting conferences
- Lesson plans that utilize a variety of instructional strategies (small group, partners, technology, mini lessons, Socratic seminar, preview/review)
- Video of classroom instruction that evidences a variety of instructional strategies, grouping strategies and student engagement
- Documentation of a wide variety of grouping strategies (list of cooperative learning groups, partner assignments, student-teacher conference schedules)
- Lesson plans or other documents that demonstrate modifications for students with special needs and/or differentiation to meet students' unique learning styles and levels of achievement
- Student work samples that evidence problem solving and critical thinking (open ended problems, extended projects, research and writing assignments, thematic units of instruction)
- Student work samples that evidence student reflection and self-evaluation (student rubrics/checklists, student reflections)

Standard #2

Teachers know and understand the content area for which they have instructional responsibility.

- List of professional reading in subject matter being taught
- Identification of key concepts in subject matter used or designing instruction
- Lesson plans which reference key standards
- Documentation of collaborative planning or units of study with colleagues
- Example of integrated units of study organized around key concepts, themes and skills
- Lesson plans which evidence use of variety of instructional strategies to make content accessible to all students
- Lists of wide range of materials used, including technology integration, to extend students' understanding of content and concepts

Standard #3

Teachers understand and use varied assessments to inform instruction, evaluate and ensure student learning.

- Examples of student learning goals, goal setting conferences, progress reports which indicate student progress towards goals
- Samples of anecdotal student records
- Samples of student assessments
- Samples of student reflection, self-evaluations, peer evaluations
- Documentation of parent nights, parent-teacher-student conferences
- Samples of parent newsletters, web pages, parent communication logs, homework hotlines
- Samples of student awards
- Samples of student progress reports

Standard #4

Teachers plan and deliver effective instruction that advances the learning of each individual student.

- Lesson plans evidencing a variety of instructional designs and strategies
- Student work samples that evidence their building on life experiences, prior knowledge and interests (for example: autobiographies, family histories, personal narratives, college/career reports)
- Documentation of student led conferences, student goal sheets or individualized instructional plans
- Lesson plans evidencing differentiation to reflect individual student's interests and developmental needs
- Samples of student assessments and lesson plans that reflect changes in instruction based on results of assessments

Standard #5

Teachers create learning environments that promote high levels of learning and achievement for all students.

- Photographs of classroom displays, learning centers, seating arrangements
- Posters or lists of classroom rules, agreements, schedules, agendas, routines, procedures
- Posters or lists of students roles and responsibilities and leadership opportunities
- Video tape of classroom instruction that evidences smooth transitions from one activity to another
- Charts, posters, displays that provide clear expectations, standards, rubrics, checklists and other resources for students

Standard #6

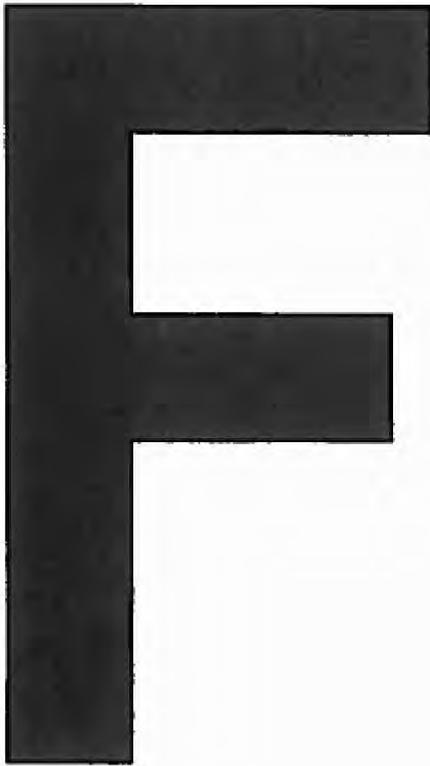
Teachers collaborate and communicate with students, parents, other educators, administrators and the community to support student learning.

- Notes from peer coaching, grade level team, department meetings
- Samples of work produced from team collaboration/team teaching/team planning sessions
- Notes/materials from district/department/grade level in-service days
- Samples of work produced from department/grade level professional development days
- Documentation of meetings, committees and school event planning with parents and other community members
- Samples of parent newsletters
- Documentation of parent workshops/training/partnerships

Standard #7

Teachers assume responsibility for professional growth, performance and involvement as an individual and as a member of a learning community.

- Materials from workshops and seminars attended
- Evidence of sharing with other educators and administrators knowledge and information in areas of expertise (i.e.: serving as a speaker at an in-district professional development event)
- Materials from professional organization, conferences and networks that demonstrate professional collaborations
- Written notes/reflections on professional goals, written notes from plan books, lesson plans
- Evidence of maintaining up-to-date Individual Professional Development Plan



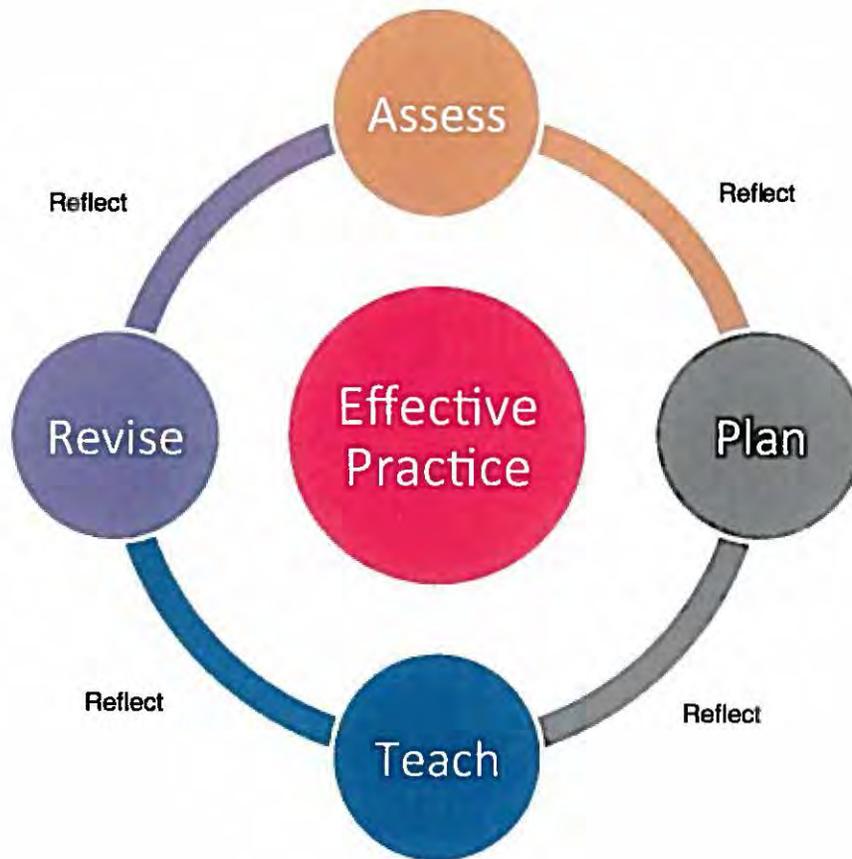
Resident Educator Information

Teachers, principals and administrators should direct all questions about the RE program to the district Resident Educator Coordinator. This person is responsible for working with principals to select, assign and oversee mentors and provide the opportunity for the assigned mentors to attend *required mentor training*. They register REs in the Connected Ohio Records for Educators (CORE) system during the published registration dates. Program coordinators provide the necessary resources for support and professional development to both REs and mentors. Program coordinators facilitate formative progress assessments to assist the RE in meeting the summative assessment requirements.

For further information on the RE program, visit the ODE website and type: Resident Educator in the search box.

The Ohio Resident Educator Program

Reflects the *Teaching and Learning Cycle*



*This graph is from the Ohio Department of Education



The Ohio Resident Educator Program and the Ohio Teacher Evaluation System are components of Ohio's comprehensive professional growth system that leads educators from induction through life-long learning and growth to advance student achievement.

Introduction to the Ohio Resident Educator (RE) Program Standards

In 2006, the State Board of Education adopted new educator standards that describe what teachers and principals should know and be able to do at various stages of their careers (proficient, accomplished, distinguished). The educator standards also provide a basis for delineating development levels of skills and knowledge and an infrastructure for policy development and coherence. In 2007 the Ohio Department of Education (ODE) engaged stakeholders in a comprehensive analysis of teacher induction both from a policy and program perspective. The Resident Educator (RE) Program Standards were drafted as part of this effort and provide the foundation for the Resident Educator Program. The program standards include rationale, expectations and indicators as well as supporting documents: a research base to support the program components and a planning tool to help districts assess their capacity to implement the Resident Educator Program.

The Resident Educator Program Standards were designed for use by leaders across the preK-16 continuum. Teacher preparation program faculty and staff will use the program standards to inform and guide them in the design and pilot of university programs that will align with and support the Ohio RE Program. District leaders will use the program standards to inform local implementation of the RE Program for the beginning teachers they serve, to make adjustments in their internal alignment of systems and to engage with teacher preparation programs to support the success and retention of beginning teachers. At the state level, the program standards will be used to support best practices and ensure consistency and fidelity to the Ohio RE Program requirements.

In Ohio we value a comprehensive, high-quality multi-year induction and mentoring program for beginning teachers. The purpose of the RE Program Standards is to guide teacher preparation and preK-12 programs to:

- Delineate a comprehensive system of professional growth and development with clearly defined roles for stakeholders including district staff, administrators, associations, Educational Service Centers (ESCs) and Institutions of Higher Education (IHEs);
- Use research-based data and the Standards for Ohio Educators as a foundation for all aspects of program design and implementation;
- Support and encourage a successful transition into the profession;
- Focus on enhanced teaching effectiveness supported by continuous improvement at an accelerated rate;
- Support successful mentoring practices with strategic planning and formative assessments of programs at state, regional and district levels;
- Ensure that the schedules of mentors enable effective planning, conferencing and professional development in collaboration with the assigned resident educators;
- Shelter beginning teachers from inappropriate workloads including the most difficult teaching assignments and working conditions; and
- Create and sustain a community of professional practice through collaboration.

Year 2 Timeline of Best Practices

Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	
<p>Assessment of Student Learning:</p> <ul style="list-style-type: none"> Analyze Data Measures Inventory Analyze Intentional Instructional Grouping Analyze Class Profile Analyze Student Learning 									
<p>Instructional Planning, Lesson Study:</p> <ul style="list-style-type: none"> Analyzing Lessons for High Quality 									
<p>Instructional Cycle 1-3:</p> <ul style="list-style-type: none"> Planning Guide Analyzing Student Work (Whole Class) 									
<p>Self-Assessment:</p> <ul style="list-style-type: none"> RE Year 2 Self-Assessment RE Year 2 Self-Assessment Summary 						<p>Self-Assessment:</p> <ul style="list-style-type: none"> Review RE Year 2 Self-Assessment Review RE Year 2 Self-Assessment Summary 			
<p>Observation:</p> <ul style="list-style-type: none"> Informal Observations to build rapport Reciprocal or exemplary teacher observations by RE Peer Observations RE to RE 		<p>Observation:</p> <ul style="list-style-type: none"> Formal-Observation - Pre-Observation Post-Observation 		<p>Observation:</p> <ul style="list-style-type: none"> Ongoing Mentor/RE Observations Reciprocal or exemplary teacher observations by RE Peer Observations RE to RE 					
		<p>Goal Setting:</p> <ul style="list-style-type: none"> Goal Setting 		<p>Goal Setting:</p> <ul style="list-style-type: none"> Mid-Year Review 			<p>Goal Setting:</p> <ul style="list-style-type: none"> End-of-Year Review and Reflection 		

Formative Progress Review (FPR)



Eight Areas to be Addressed in Lesson Plan for Teacher Observation/Evaluation

Note: Not all questions will be answered in the lesson plan; you need to choose the questions in each area that are applicable to your lesson. These questions are provided to guide your instructional planning. The format of the lesson plan is your choice. Your lesson plan may be attached as an Artifact of Practice in the eTEPS.

1. Assessment of Student Learning
 - ✓ How does the assessment reflect the learning targets and/or lesson purpose?
 - ✓ What high order thinking does the assessment require?
 - ✓ How does the assessment ask students to transfer learning to new situations?
 - ✓ How does the assessment provide opportunities for students to independently choose and implement high level instructional strategies?
 - ✓ How will students monitor and track their progress?
 - ✓ What purposeful feedback on this assessment will lead students to deeper understanding of the assessed content and/or processes?
 - ✓ How did this conversation about assessment influence the lesson design?

2. Identifying the Student Learning Needs
 - ✓ How will the relationship between the standards and the learning target be communicated?
 - ✓ What prior knowledge do students need for this lesson?
 - ✓ What are the connections to previous and future learning?

3. Establishing the Learning Objective: Learning Targets
 - ✓ What is the purpose of this lesson?
 - ✓ How does this lesson fit into the curriculum for state content standards?
 - ✓ What in this lesson is important to know and understand today? What in this lesson will inform future learning?
What enduring understandings could emerge from this lesson?
 - ✓ How will the learning objectives/targets be made clear to students?
 - ✓ What misconceptions about content need to be considered?

4. Gathering Appropriate Resources
 - ✓ What new learning is needed to teach this content?
 - ✓ What resources will be necessary to plan and to teach this lesson?
 - ✓ How did data inform the planning of this lesson?

5. Instructional Strategies
 - ✓ What are the instructional strategies used for this lesson?
 - ✓ Why were these strategies chosen?
 - ✓ How will the instructional strategies lead students to independent and self-directed learning?
 - ✓ How do the strategies equip students for rigorous work?

6. Instructional Activities

- ✓ What activities provide students opportunities for deliberate practice of the learning strategies?
- ✓ What activities provide opportunities for authentic learning?
- ✓ What activities require higher-order thinking skills?
- ✓ What activities engage students in interdisciplinary connections?
- ✓ What activities allow students to collaborate and share their knowledge?

7. Differentiation

- ✓ How will you determine if differentiation is needed for this lesson?
- ✓ How will you provide access and appropriate challenges for students?
- ✓ How might the lesson be adapted to accommodate students?

8. Resources and Materials

- ✓ List resources and materials needed for this lesson.



Year 2 Instructional Cycles 1, 2, 3

Resident Educators, through collaboration and guidance of mentors, gain deeper understandings of teaching each time they implement and analyze the Teaching & Learning Cycle.

Directions:

1. Resident Educators use the Instructional Cycle to analyze, plan, and reflect on 3 lessons.
2. Following the teaching of each lesson, Resident Educators reflect on the lesson by **analyzing** student work samples resulting from the lesson.

INSTRUCTIONAL PLAN

Assessment of Student Learning

Use the questions below to guide your analysis of assessments.

How does the assessment reflect the learning targets and/or lesson purpose?

What high order thinking does the assessment require?

How does the assessment ask students to transfer learning to new situations?

How does the assessment provide opportunities for students to independently choose and implement high level instructional strategies?

How will students monitor and track their progress?

What purposeful feedback on this assessment will lead students to deeper understanding of the assessed content and/or processes?

How did this conversation about assessment influence the lesson design?



INSTRUCTIONAL PLAN

Identifying the Student Learning Needs

How will the relationship between the standards and the learning target be communicated?

What prior knowledge do students need for this lesson?

What are the connections to previous and future learning?

Establishing the Learning Objectives : Learning Targets

What is the purpose of this lesson?

How does this lesson fit into the curriculum continuum for state content standards?

What in this lesson is important to know and understand today? What in this lesson will inform future learning? What enduring understandings could emerge from this lesson?

How will the learning objectives/targets be made clear to students?

What misconceptions about content need to be considered?

Gathering Appropriate Resources

What new learning is needed to teach this content?

What resources will be necessary to plan and to teach this lesson?

How did data inform the planning of this lesson?



INSTRUCTIONAL PLAN

Instructional Strategies (the teacher conveys the content)

What are the instructional strategies used for this lesson?

Why were these strategies chosen?

How will the instructional strategies lead students to independent and self-directed learning?

How do the strategies equip students for rigorous work?

Instructional Activities (the students do to engage with and learn the content)

What activities provide students opportunities for deliberate practice of the learning strategies?

What activities provide opportunities for authentic learning?

What activities require higher-order thinking skills?

What activities engage students in interdisciplinary connections?

What activities allow students to collaborate and share their knowledge?

Differentiation

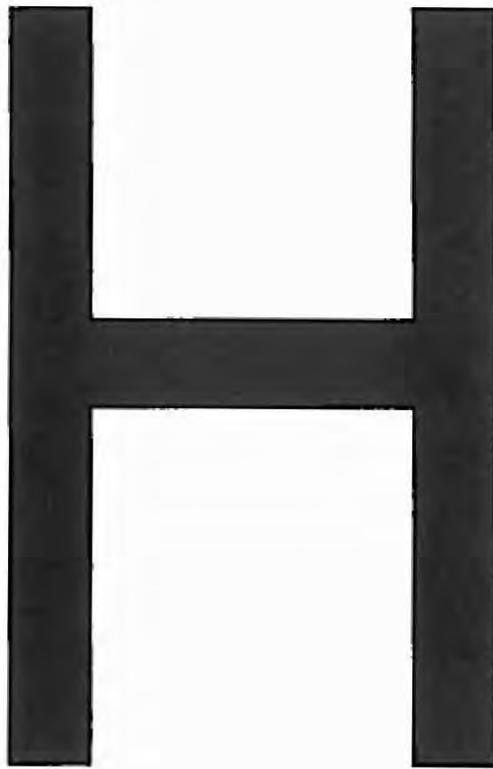
How will you determine if differentiation is needed for this lesson?

How will you provide access and appropriate challenges for students?

How might the lesson be adapted to accommodate students?

Resources and Materials

List resources and materials needed for this lesson.



OTES EVIDENCE GRID

Standard Area	Key Words	Evidence
Focus For Learning	Objectives Measurable goals Aligned to CCS	
Assessment Data	Diagnostic Formative/Summative Formal/Informal Inform planning and delivery	
Prior Content Knowledge/Sequence/Connections	Prior knowledge Future learning Plans/sequences instruction	
Knowledge of Students	Background knowledge Prior experiences Obtain in multiple ways Students' development Readiness for learning Learning styles	
Lesson Delivery	Explanation - clear/accurate Developmentally appropriate strategies Independent, creative, critical thinking Addresses confusion Questioning techniques Teacher/student led	
Differentiation	Variety of strategies, materials, pacing making learning accessible and challenging	
Resources	Materials/resources aligned, appropriate, and engaging	
Classroom Environment	Positive rapport Routine and procedures Smooth transitions Varied groupings 2 way communication Classroom management	
Assessment of Student Learning (Using Data)	Identify strengths/weaknesses Modifies/differentiates based on data Checks for understanding and adjusts instruction Variety of sources Grouping Feedback to student/family/staff	
Professional Responsibilities	Communication Integrity and honesty Models/upholds policies Short/long term PD goals	



Peer Evaluator Criteria

Oregon City Schools

- **Hold a 5 Year Professional License (working toward or able to apply for Senior Professional or Lead Teacher Licensure) or Permanent Certification**
- **Hold Master Teacher Designation or Principal Licensure**
- **At Least 10 Years Teaching Experience**
- **At Least 5 Years Teaching Experience in Oregon City Schools**
- **Designated Skilled or Accomplished for most recent Teacher Evaluation cycle**
- **Completed State Required Teacher Evaluation Training**
- **Pass the Online Assessment for Teacher Evaluator Credentials and Maintain Credentials through Recalibration Process**
- **Approved by Board of Education**

Parameters for Peer Evaluation

- Evaluation assignments for a peer evaluator will be determined by the Assistant Superintendent and Building Principal.
- Peer evaluators may only evaluate teachers that hold a 5 Year Professional License or Permanent Certificate. They may not evaluate Resident Educators, Alternative Licensure Teachers, or Long-Term Substitutes.
- Beginning in 2014-2015, peer evaluators may only evaluate teachers that have received Skilled or Accomplished ratings in previous evaluations.
- A teacher assigned a peer evaluator may request a change in evaluators by submitting in writing to their principal that they wish not to have a peer evaluator. The request will be reviewed by the principal and building representative to determine if the request will be granted.

Formal Request for a Non-Peer Evaluator

Date of Request: _____

I, _____, am requesting my evaluator not be a Peer Evaluator.

(Signature)



Rights and Protections of Certified Employees Per Mutual Agreement

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 written notice to the teacher and 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/her official employment personnel file in the school or in the personnel office by giving the principal or the assistant superintendent 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 in 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 teacher's 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.

**Oregon City Schools
Request a 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 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 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.