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AGREEMENT

between

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

and the

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

August 1, 2022 to July 31, 2025

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

Hal Gregory, Superintendent
For the Oregon City Board of Education

Jane Fruth, Treasurer
For the Oregon City Board of Education

Carol-Ann Molnar, President
For the Oregon City Board of Education

10-26-22
Date

Ben Pfeiffer, President
For the Oregon City Federation of Teachers

10-26-22
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 October 18, 2022. 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 four (4) building representatives at the high school, and two (2) representatives 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 at the elementary, intermediate and junior high school levels. 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.

The full salaries of all eligible individuals shall be sent to the Board Treasurer no later than the first week of December by the OCFT. A separate check equaling the employer contribution shall also be sent to the Board Treasurer at the same time by the OCFT.

2. The payment for service to a TPO, after proper deductions, shall be included in the last check in December from the Oregon City Schools.

E. Teacher Definition

1. For the purposes of this Agreement, a teacher shall be defined as a certificated or licensed individual, employed by the Board, with a regular assignment in a classroom or educational setting. The Memorandum of Understanding entered into between the Board and OCFT on May 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

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. Upon request from OCFT, the Board shall provide OCFT, via electronic means, with the names of new teachers, teachers returning from leaves of absence, teachers granted leaves of absence, and separations of employment. The list of employees shall include the employee's address, phone number, employee identification number, classification of work, date of hire/date of termination/date of return from leave, and any address changes that apply to existing employees. Such reports shall be provided in a reasonable time frame.

3. Teachers of the Oregon School District may voluntarily request, on a form approved by OCFT through the OCFT Treasurer, to the Board that their OCFT dues be deducted from their checks on a monthly basis. Upon receipt of a teacher's voluntary dues authorization form, the Board shall automatically deduct any such dues which shall be remitted to OCFT via direct deposit to the OCFT's account after each pay period.

4. The Board shall cease an employee's dues deductions upon receipt of notice from OCFT that the employee properly revoked the dues check-off authorization in accordance with its terms or applicable law.

5. The OCFT shall notify the Board Treasurer, on or before September 15 of any year, of any change in the amount of dues to be deducted.

6. 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

For the period August 1, 2022 to July 31, 2023, the wage increase will be 2.95%. The difference realized from the wage increase from August 1, 2022 to date of ratification shall be paid to employees over the remaining pay periods. For the period August 1, 2023 to July 31, 2024, the wage increase will be 2.9% and for the period August 1, 2024 to July 31, 2025, the wage increase will be 2.9%. These increases are reflected in the embedded salary schedules in Article XXIX.

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. 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, 2022, and shall continue in effect through July 31, 2025.

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 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	-	28

Student Overage Pay

One (1) student per one (1) class instructional period per day = $50.00/month
Two (2) students per one (1) class instructional period per day = $100.00/month
Two (2) students per two (2) class instructional periods per day= $200.00/month

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

Fifth Grades	-	28
Sixth Grade	-	30

Student Overage Pay

One (1) student per one (1) class instructional period per day = $50.00/month
Two (2) students per one (1) class instructional period per day = $100.00/month

Two (2) students per two (2) class instructional periods per day= $200.00/month

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.

3. If, after September 1, the class size exceeds the numbers referenced in Article VII(D)(1) or (2) 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 Superintendent.

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 Superintendent.

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. Special Education Classes, Education and Training, and Representation

1. Any K-6 non-special education classroom teacher who has a student with at least one paraprofessional assigned in their classroom for either part of the day or the whole day will be compensated using the following schedule:

Whole day = 6.5 hours grades K-4; Whole day = 6.75 hours grades 5-6

Monthly teacher stipend for student instructional time of .5 to 3.5 hours August - $50, September –May - $85

Monthly teacher stipend for student instructional time of 3.5 to 6.5 hours August - $100, September-May - $150

2. At the beginning of the school year, a meeting will be set to establish the hours a student assigned with a para will be in the classroom to determine stipend amount and to

discuss the pilot so the best teaching and learning environment for the student and teacher in the particular classroom are prioritized. (i.e. classroom space, accommodating furniture, specialized training needs, etc…) This meeting will include administration, an OCFT representative, and the classroom teacher. The goals for the year will be communicated at this meeting. The original stipend determination or subsequent changes will be communicated to the Treasurer's office by the building administrator for salary notification purposes.

3. Recognizing that there are many variables involved with determining classroom rosters, every consideration will be made to keep a classroom with a one-on-one para at the fewest number of students at that grade level or subject whenever possible.

4. 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.

5. 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.

6. 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, or five and a half (5.5) if no lunch is taken.

Elementary: For the duration of this contract, the instructional day shall be six (6) hours and thirty (30) minutes.

Intermediate/Junior High School: For the duration of this contract, the instructional day shall be six (6) hours and forty-five (45) minutes.

High School: For the duration of this contract, 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/ (number of periods in the school day) of his/her regular salary, i.e. 1/7 or 1/8.

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, with 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 in-service 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. Grading shall reflect the adopted board policy.

O. Elementary School Grade Cards

Until Article XXVII(M)(4) of this Agreement is applicable, elementary school grade cards shall be made available to all elementary staff 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. 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.

X. 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 two (2) 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.

XI. 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 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. 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.

4. Upon return from unpaid leave, the teacher shall return to the same or a similar position he/she 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 remains properly licensed for such position, and such position still exists. If a teacher returns to service outside these limits, the teacher shall be placed in a position for which the teacher is

properly certificated if such position exists. 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 - 2 Days
      8 Years - 3 Days
      15 Years - 4 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 or a similar 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 remains properly licensed for such position, and such position still exists. If a teacher returns to service outside these limits, the teacher shall be placed in a position for which the teacher is properly certificated if such position exists. Nothing herein shall abridge the authority of the Superintendent to transfer and/or assign teachers pursuant to R.C. 3319.01.

5. An increment on the salary schedule shall be granted for a teacher who has worked 120 days of full time teaching during the school year in which paid leave was granted.

6. Leave for Legal Obligation

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

7. Personal Leave

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

   a) The teacher must notify the principal of his/her school of his/her intent to take the leave 72 hours in advance except in emergency situations.

   b) The teacher may not use personal leave for the following purposes:
      1) Harassment
      2) Work Stoppage
      3) Withholding of services
      4) Outside employment

   c) Personal leave of three (3) days per year shall be granted in accordance with the school year and are non-accumulative.

   d) Personal leave may not be used one (1) day before and/or one (1) day after a holiday or vacation, on the first day of school, Mondays and Fridays during April and May through the end of the school year, or on the last day of school.

Upon request, exceptions may be approved by administration.

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) 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 at a rate of $125 per day or pro-rata for half-day increments.

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. In the case of a retiring teacher whose date of separation is approved by the Board of Education, the request for unused personal days balance added to sick leave, or for payment, must be made prior to the date the Board takes action on the proposed separation.

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) Employees will be reimbursed using the following IRS guidelines:

1) Overnight stay out of town – One day event or last day of multiple day event
   a) Dinner night before event if staying in hotel out of town that night
   b) Breakfast day of event
   c) Lunch day of event

2) Overnight stay out of town – Multiple day event
   a) Dinner night before event if staying in hotel out of town that night
   b) Breakfast day of event
   c) Lunch day of event
   d) Dinner day of event

3) Purchase Order must be in place prior to event

4) Itemized receipts must be turned in for reimbursement

5) Snacks are not reimbursed

6) Maximum meal reimbursement, per annual IRS guidelines

7) Non-overnight events/meetings do not qualify for meal reimbursement

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 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. This committee's sole purpose shall be to determine the use of professional leave in accordance with the provisions herein.

   1) Each professional leave (building or department) committee shall determine from its allocation the appropriate amount to be distributed among the teaching, co-curricular, and extracurricular personnel. In the event that any building staff chooses not to elect a Professional Leave Committee, the allocated amount for that building shall be distributed equally among the remaining buildings.

   2) Departments include Special Education and Career and Technology Education.

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

11. Coaches' Leave

On the approval of the building committee, junior high and high 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 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.

a) 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.

b) 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.)

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) Upon request, any teacher using five (5) consecutive days of sick leave must provide a note from a healthcare provider supporting the use of such leave, unless such leave is otherwise covered by FMLA. When sick leave is used on a professional development day, the professional development training shall be completed by the teacher upon his/her return to work at the direction of the Administration.

f) 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.

g) 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, however, should an employee separate from employment at any point prior to having earned the days he/she has used, such employee shall be responsible for repayment of funds for the unearned days at the employee's per diem rate. Any employee using sick leave prior to its accumulation authorizes the deduction of such accumulated amounts from the employee's final paycheck. Should the amount exceed the final pay, the employee agrees to reimburse the District for the remaining balance as set forth in the repayment schedule determined by the Treasurer.

h) 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, however, should an employee separate from employment at any point prior to having earned the days he/she has used, such employee shall be responsible for repayment of funds for the unearned days at the employee's per diem rate. Any employee using sick leave prior to its accumulation authorizes the deduction of such accumulated amounts from the employee's final paycheck. Should the amount exceed the final pay, the employee agrees to reimburse the District for the remaining balance as set forth in the repayment schedule determined by the Treasurer.

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 200 days per school year. Each teacher may donate up to four (4) days of sick leave (per year) from his/her individual sick leave accumulations to be added to this pool. Retiring teachers may donate up to ten (10) days of sick leave upon separation so long as the donation does not cause the Sick Leave Pool to exceed 200 days. 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.

    e) Teachers and retiring teachers with Monthly Perfect Attendance* shall receive the following compensation in the last paycheck in June.

August	$55	January	$175
September	$180	February	$125
October	$205	March	$185
November	$170	April	$125
December	$105	May	$175

    *Perfect attendance shall be defined as no use of Leaves of Absence as defined under Article XI of this Agreement except for FMLA (XI.A.), Leave for Legal Obligation (XI.C.6), Assault Leave (XI.C.9), Professional Leave (XI.C.10), Coaches' Leave (XI.C.11), OCFT Leadership Leave (XI.C.12). Educational Leadership Leave (XI.C.13), Funeral Leave of an Immediate Family Member (XI.C.14.f.2.b) or any Work-Related Injury as described in Article XII.

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

D. Program Physician/Facility:

Mercy 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.

XIII. 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 hour 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.

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.

XIV. 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. 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.

XV. OPEN POSITIONS AND VACANCIES

A. General Provisions

1. Nothing in this Agreement restricts the Superintendent's ability to transfer and/or assign teachers, in his/her sole discretion, as outlined in R.C. 3319.01, including but not limited to transfers and assignments to or from new or open positions. Any transferred and/or assigned teacher shall have the right to request 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 through 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.

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. 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 and properly licensed for the vacant position.

2. If no teacher from the recall list either accepts or is eligible and properly licensed 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.

3. 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.

4. The Superintendent shall have the sole discretion in selecting an applicant to recommend to the Board to fill the vacant position.

XVI. 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 outlined 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 in 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. At the end of a three year or four year limited contract, the Board may interrupt the contract sequence and issue a limited one year contract with improvement plan. Nothing in the eligibility factor to offer this sequence, however, shall abridge the right of the Board to terminate or non-renew so long as termination or non-renewal is done in accordance with this Agreement.

C. Termination

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

D. Non-Renewal

1. Recognizing the Board's right of contractual non-renewal, the Board shall not use non-renewal of contracts as a method of reduction in force.

2. Notification of non-renewal shall be in writing. In determining the performance of a teacher in his/her area of certification, the evaluation procedure shall be used.

3. Reasonable effort by a building administrator or his/her designee must be made to aid the teacher to correct performance deficiencies.

4. Application of this Article shall be congruent with the evaluation procedure as set forth in the existing document known as - "Evaluation of Teacher Performance," a copy of which is attached hereto and incorporated herein and the provisions of which specifically supersede R.C. 3319.11 and R.C. 3319.111.

5. A teacher notified of non-renewal shall, at his/her request, be granted a conference with the administrators involved and a representative of OCFT.

6. If a long term substitute teaches more than 120 days before the end of the school year, he/she shall be non-renewed.

E. Eligibility for Tenure

1. Any teacher who becomes eligible for tenure after action by the Board extending said teacher a limited contract may make a request to the Superintendent on or before October 10 requesting that the teacher be placed on the one year contract sequence for evaluation as outlined in the Evaluation of Teacher Performance so that the Superintendent may consider the teacher for a continuing contract. It is understood that the teacher must have on file in the Superintendent's Office his/her professional certificate/license on or before October 10 in order to be eligible for continuing contract consideration. Upon having certification/licensure on file and submitting the request by October 10, the Board shall take one of the following actions:

   a) Offer to rescind the current limited contract and extend an offer of a continuing contract, or

b) Offer to rescind the current limited contract and extend an offer of an additional limited contract not to exceed two (2) years with reasons directed at the professional improvement of the teacher in accordance with the provisions of R.C. 3319.11; or

c) Reject the request for consideration for continuing contract and leave in force the teacher's current limited contract.

2. Upon notification of the action taken by the Board, the teacher shall elect to concur in the action taken in (1)(a) or (1)(b) above or to serve the balance of the term of the limited contract.

3. Final Year of Contract:

a) Teachers who are eligible and want to be considered for a continuing contract shall give notice on or before October 10 and it shall be the policy of the Board to follow the procedures outlined in and pursuant R.C. 3319.11.

4. Interruption of Multi-Year Contract:

a) This provision specifically supersedes any contrary provision of R.C. 3319.11 and R.C. 3319.111 in as much as that statute does not provide for granting tenure in the middle of a multi-year contract or any related process.

b) Any teacher who becomes eligible for tenure during the course of a multi-year contract shall provide notice, on or before October 10, to the Superintendent requesting that the teacher be considered for tenure effective July 1. It is understood that the teacher must have on file in the Superintendent's Office his/her professional certificate/license in order to be eligible for tenure consideration. The Board shall take one of the following actions:

1) Offer to rescind the current limited contract and extend an offer of a continuing contract, or

2) Offer to rescind the current limited contract and extend an offer of an additional limited contract not to exceed two (2) years with reasons directed at the professional improvement of the teacher in accordance with the provisions of R.C. 3319.11 and R.C. 3319.111, or

3) Reject the application for consideration for tenure and leave in force the teacher's current limited contract.

c) Upon notification of the action taken by the Board, the teacher shall elect to concur in the action taken in (b)(1) or (b)(2) above or to serve the balance of the term of the limited contract.

XVII. 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. 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.

XVIII. PERSONNEL ASSIGNMENT

A. Certification/Licensure Responsibility

Certification/Licensure 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 three (3) from the teaching staff and administrative appointees, not to exceed three (3). The three (3) teacher representatives shall consist of: one (1) elementary, one (1) intermediate/junior high school, and one (1) high school. 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.

XIX. 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.

XX. 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 the Administration reassigns a 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.

XXI. 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.

XXII. 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.

XXIII. 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. An alternative schedule will be mutually agreed upon by OCFT and Director of Teaching and Learning. 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.

XXIV. 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.

XXV. 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

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*

XXVI. 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 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. Teachers attaining Master Teacher designation shall receive an initial one-time stipend of $1,000 and thereafter $250 per year the designation is maintained, payable in the first payroll of December. The teacher must provide official confirmation of current designation to the Superintendent's office annually.

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. 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. All Career Technology teachers hired out of industry will have their initial or recertification licensure fee(s) reimbursed by the Board.

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 one guest are permitted to attend Oregon City Schools' athletic events free of charge upon presentation of employee identification.

M. Green/Gold Hours

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. Teachers will have the opportunity to earn $750 for thirty hours (30) of approved school improvement activities outside the work day. In order to support increased collaboration at the district/school level, teachers will have the opportunity to earn $1,000 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 individual's 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 advanced 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.

N. 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.

XXVII. 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. 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 license, the following procedures are designed to adapt this schedule for those needing work experience to receive a teaching license.

1. Engineering, Manufacturing and Health Services Teachers

   a) Bachelor's Degree Column
   An EMH teacher who meets the requirements for a Four Year Resident Educator (or Alternative Resident Educator) 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 licensure.

   b) 150 Semester Hour Column
   An EMH teacher who meets the requirements for a five year Professional License shall be placed on the salary schedule under the 150 Semester Hour column. If this 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 a 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 licensed teachers (requiring one year work experience plus a BA degree) in Information Technology Education.

XXVIII. INDEX, SALARY SCHEDULE AND OTHER BENEFITS

A. Index and salary schedule

Index and salary schedule for the period from July 1, 2022, through June 30, 2023

Credited Exp.	B.A.	B.A.+15	M.A.	MA+15 Sem. Hrs. MA+221/2 Qr. Hrs.	Masters+30 Sem. Hrs.	Specialist/2 Masters/Ph.D.
0	42,056 1.0000	44,054 1.0475	46,051 1.0950	46,051 1.0950	46,051 1.0950	46,051 1.0950
1	44,012 1.0465	46,241 1.0995	48,470 1.1525	48,470 1.1525	48,470 1.1525	48,470 1.1525
2	45,967 1.0930	48,427 1.1515	50,888 1.2100	50,888 1.2100	50,888 1.2100	50,888 1.2100
3	47,923 1.1395	50,614 1.2035	53,306 1.2675	53,306 1.2675	53,306 1.2675	53,306 1.2675
4	49,878 1.1860	52,801 1.2555	55,724 1.3250	55,724 1.3250	55,724 1.3250	55,724 1.3250
5	51,834 1.2325	54,988 1.3075	58,142 1.3825	58,142 1.3825	58,142 1.3825	58,142 1.3825
6	53,790 1.2790	57,175 1.3595	60,561 1.4400	60,561 1.4400	60,561 1.4400	60,561 1.4400
7	55,745 1.3255	59,362 1.4115	62,979 1.4975	64,241 1.5275	65,502 1.5575	66,764 1.5875
8	57,701 1.3720	61,549 1.4635	65,397 1.5550	66,659 1.5850	67,920 1.6150	69,182 1.6450
9	59,656 1.4185	63,736 1.5155	67,815 1.6125	69,077 1.6425	70,339 1.6725	71,600 1.7025
10	61,612 1.4650	65,923 1.5675	70,234 1.6700	71,495 1.7000	72,757 1.7300	74,019 1.7600
11	63,568 1.5115	67,395 1.6025	72,652 1.7275	73,913 1.7575	75,175 1.7875	76,437 1.8175
12	65,523 1.5580	68,867 1.6375	75,070 1.7850	76,332 1.8150	77,593 1.8450	78,855 1.8750
13	65,523 1.5580	70,339 1.6725	77,488 1.8425	78,750 1.8725	80,012 1.9025	81,273 1.9325
14	65,523 1.5580	71,811 1.7075	79,906 1.9000	81,168 1.9300	82,430 1.9600	83,691 1.9900
15-16	67,542 1.6060	73,283 1.7425	82,325 1.9575	83,586 1.9875	84,848 2.0175	86,110 2.0475
17-19	69,561 1.6540	74,755 1.7775	84,743 2.0150	86,005 2.0450	87,266 2.0750	88,528 2.1050
20	71,579 1.7020	76,227 1.8125	87,161 2.0725	88,423 2.1025	89,684 2.1325	90,946 2.1625
21-23	72,589 1.7260	76,962 1.8300	88,370 2.10125	89,632 2.13125	90,894 2.16125	92,155 2.19125
24-25	73,598 1.7500	77,698 1.8475	89,579 2.1300	90,841 2.1600	92,103 2.1900	93,364 2.2200
26-27	75,617 1.7980	79,170 1.8825	91,998 2.1875	93,259 2.2175	94,521 2.2475	95,783 2.2775
28-29	76,668 1.8230	80,222 1.9075	93,049 2.2125	94,311 2.2425	95,572 2.2725	96,834 2.3025
30	77,299 1.8380	80,853 1.9225	93,680 2.2275	94,941 2.2575	96,203 2.2875	97,465 2.3175
31	78,099 1.8380 + $800	81,653 1.9225 +$800	94,480 2.2275 +$800	95,741 2.2575 +$800	97,003 2.2875 + $800	98,265 2.3175 + $800

Index and salary schedule for the period from July 1, 2023, through June 30, 2024

Credited Exp.	B.A.	B.A.+15	M.A.	MA+15 Sem. Hrs. MA+221/2 Qr. Hrs.	Masters+30 Sem. Hrs.	Specialist/2 Masters/Ph.D.
0	43,276 1.0000	45,332 1.0475	47,387 1.0950	47,387 1.0950	47,387 1.0950	47,387 1.0950
1	45,288 1.0465	47,582 1.0995	49,876 1.1525	49,876 1.1525	49,876 1.1525	49,876 1.1525
2	47,301 1.0930	49,832 1.1515	52,364 1.2100	52,364 1.2100	52,364 1.2100	52,364 1.2100
3	49,313 1.1395	52,083 1.2035	54,852 1.2675	54,852 1.2675	54,852 1.2675	54,852 1.2675
4	51,325 1.1860	54,333 1.2555	57,341 1.3250	57,341 1.3250	57,341 1.3250	57,341 1.3250
5	53,338 1.2325	56,583 1.3075	59,829 1.3825	59,829 1.3825	59,829 1.3825	59,829 1.3825
6	55,350 1.2790	58,834 1.3595	62,317 1.4400	62,317 1.4400	62,317 1.4400	62,317 1.4400
7	57,362 1.3255	61,084 1.4115	64,806 1.4975	66,104 1.5275	67,402 1.5575	68,701 1.5875
8	59,375 1.3720	63,334 1.4635	67,294 1.5550	68,592 1.5850	69,891 1.6150	71,189 1.6450
9	61,387 1.4185	65,585 1.5155	69,783 1.6125	71,081 1.6425	72,379 1.6725	73,677 1.7025
10	63,399 1.4650	67,835 1.5675	72,271 1.6700	73,569 1.7000	74,867 1.7300	76,166 1.7600
11	65,412 1.5115	69,350 1.6025	74,759 1.7275	76,058 1.7575	77,356 1.7875	78,654 1.8175
12	67,424 1.5580	70,864 1.6375	77,248 1.7850	78,546 1.8150	79,844 1.8450	81,143 1.8750
13	67,424 1.5580	72,379 1.6725	79,736 1.8425	81,034 1.8725	82,333 1.9025	83,631 1.9325
14	67,424 1.5580	73,894 1.7075	82,224 1.9000	83,523 1.9300	84,821 1.9600	86,119 1.9900
15-16	69,501 1.6060	75,408 1.7425	84,713 1.9575	86,011 1.9875	87,309 2.0175	88,608 2.0475
17-19	71,579 1.6540	76,923 1.7775	87,201 2.0150	88,499 2.0450	89,798 2.0750	91,096 2.1050
20	73,656 1.7020	78,438 1.8125	89,690 2.0725	90,988 2.1025	92,286 2.1325	93,584 2.1625
21-23	74,694 1.7260	79,195 1.8300	90,934 2.10125	92,232 2.13125	93,530 2.16125	94,829 2.19125
24-25	75,733 1.7500	79,952 1.8475	92,178 2.1300	93,476 2.1600	94,774 2.1900	96,073 2.2200
26-27	77,810 1.7980	81,467 1.8825	94,666 2.1875	95,965 2.2175	97,263 2.2475	98,561 2.2775
28-29	78,892 1.8230	82,549 1.9075	95,748 2.2125	97,046 2.2425	98,345 2.2725	99,643 2.3025
30	79,541 1.8380	83,198 1.9225	96,397 2.2275	97,696 2.2575	98,994 2.2875	100,292 2.3175
31	80,341 1.8380 + $800	83,998 1.9225 +$800	97,197 2.2275 +$800	98,496 2.2575 +$800	99,794 2.2875 + $800	101,092 2.3175 + $800

Index and salary schedule for the period from July 1, 2024, through June 30, 2025

Credited Exp.	B.A.	B.A.+15	M.A.	MA+15 Sem. Hrs. MA+221/2 Qr. Hrs.	Masters+30 Sem. Hrs.	Specialist/2 Masters/Ph.D.
0	44,531 1.0000	46,646 1.0475	48,761 1.0950	48,761 1.0950	48,761 1.0950	48,761 1.0950
1	46,602 1.0465	48,962 1.0995	51,322 1.1525	51,322 1.1525	51,322 1.1525	51,322 1.1525
2	48,672 1.0930	51,277 1.1515	53,883 1.2100	53,883 1.2100	53,883 1.2100	53,883 1.2100
3	50,743 1.1395	53,593 1.2035	56,443 1.2675	56,443 1.2675	56,443 1.2675	56,443 1.2675
4	52,814 1.1860	55,909 1.2555	59,004 1.3250	59,004 1.3250	59,004 1.3250	59,004 1.3250
5	54,884 1.2325	58,224 1.3075	61,564 1.3825	61,564 1.3825	61,564 1.3825	61,564 1.3825
6	56,955 1.2790	60,540 1.3595	64,125 1.4400	64,125 1.4400	64,125 1.4400	64,125 1.4400
7	59,026 1.3255	62,856 1.4115	66,685 1.4975	68,021 1.5275	69,357 1.5575	70,693 1.5875
8	61,097 1.3720	65,171 1.4635	69,246 1.5550	70,582 1.5850	71,918 1.6150	73,253 1.6450
9	63,167 1.4185	67,487 1.5155	71,806 1.6125	73,142 1.6425	74,478 1.6725	75,814 1.7025
10	65,238 1.4650	69,802 1.5675	74,367 1.6700	75,703 1.7000	77,039 1.7300	78,375 1.7600
11	67,309 1.5115	71,361 1.6025	76,927 1.7275	78,263 1.7575	79,599 1.7875	80,935 1.8175
12	69,379 1.5580	72,920 1.6375	79,488 1.7850	80,824 1.8150	82,160 1.8450	83,496 1.8750
13	69,379 1.5580	74,478 1.6725	82,048 1.8425	83,384 1.8725	84,720 1.9025	86,056 1.9325
14	69,379 1.5580	76,037 1.7075	84,609 1.9000	85,945 1.9300	87,281 1.9600	88,617 1.9900
15-16	71,517 1.6060	77,595 1.7425	87,169 1.9575	88,505 1.9875	89,841 2.0175	91,177 2.0475
17-19	73,654 1.6540	79,154 1.7775	89,730 2.0150	91,066 2.0450	92,402 2.0750	93,738 2.1050
20	75,792 1.7020	80,712 1.8125	92,290 2.0725	93,626 2.1025	94,962 2.1325	96,298 2.1625
21-23	76,861 1.7260	81,492 1.8300	93,571 2.10125	94,907 2.13125	96,243 2.16125	97,579 2.19125
24-25	77,929 1.7500	82,271 1.8475	94,851 2.1300	96,187 2.1600	97,523 2.1900	98,859 2.2200
26-27	80,067 1.7980	83,830 1.8825	97,412 2.1875	98,747 2.2175	100,083 2.2475	101,419 2.2775
28-29	81,180 1.8230	84,943 1.9075	98,525 2.2125	99,861 2.2425	101,197 2.2725	102,533 2.3025
30	81,848 1.8380	85,611 1.9225	99,193 2.2275	100,529 2.2575	101,865 2.2875	103,201 2.3175
31	82,648 1.8380 + $800	86,411 1.9225 +$800	99,993 2.2275 +$800	101,329 2.2575 +$800	102,665 2.2875 + $800	104,001 2.3175 + $800

B. Psychologist Compensation

Psychologists shall be compensated as teachers. Additional compensation for twelve (12) additional days for which they are contracted to work shall be reflected in the ratio of .0816.

C. Professional Growth Fund

1. The professional growth fund shall be $50,000. Teachers shall be reimbursed for 50% of their tuition costs. This shall be to a maximum of $2,000 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. In order to be eligible for reimbursement under the Professional Growth Fund, credit coursework must be relevant, as determined by the Administration, to the teacher's area of licensure and/or position with the district. 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. Teachers must remain employed in the district for a period of twenty-four (24) months after receipt of reimbursement. Should a teacher separate from employment prior to twenty-four (24) months from the date of reimbursement, such teacher shall be required to return the full reimbursement amount to the district. All professional growth fund participants separating from employment prior to twenty-four (24) months from the date of reimbursement authorize the Board Treasurer to deduct any such outstanding amount from their final paycheck. Should the reimbursed amount exceed the final pay, the teacher agrees to repay any outstanding funds via a payment plan as determined by the Board Treasurer. This section shall not apply to any employee who separates from service as a result of retirement through STRS.

4. When standard requisition from is not given to the Board Treasurer and the Fund is depleted, the teacher shall not be reimbursed.

D. 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.

E. 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.

F. 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)

G. 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.

H. Extended Time

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

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

1. Notice

a) The Superintendent or his/her designee shall provide every teacher who is assigned extended time with prior written notice of such assignment before the teacher may perform any such extended time.

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

I. 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.

XXIX. 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, 2022, through June 30, 2023, the prescription drug deductible shall be:

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

Beginning July 1, 2023, the prescription drug deductible shall be:

$10 – Generic
$20 – Formulary
$50 – Non-Formulary
20% (up to $200 per script) – Tier Four

1. For the period of July 1, 2022, through June 30, 2025, 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, 2016, 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. Beginning July 1, 2024, the annual dental benefit shall be capped at $2,000.

3. The Board shall provide vision insurance to the teachers beginning July 1, 2022. 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.

F. Spousal Coordination of Benefits

1. Beginning July 1, 2023, if an employee's spouse is eligible to participate, as a current employee, self-employed individual (other than a sole proprietor) in a business or organization (e.g., partner, member), or retiree in group health insurance and/or prescription drug insurance sponsored by his/her employer, business, organization, or any retirement plan, the spouse must enroll for coverage in such employer, business, organization, or retirement plan sponsored group insurance coverage(s), unless such plan is a High-Deductible Health Plan, as defined by the Internal Revenue Service.

   a. This requirement does not apply to any spouse whose coverage is a High-Deductible Health Plan, as defined by Internal Revenue Service, or that is required to pay more than 50% of the single premium to participate in his/her employer's, business's, organization's or retirement plan's group health insurance coverage and/or prescription drug insurance.

   b. As an exception to the foregoing exclusion of an employee's retired spouse, the employee may maintain District family coverage for the retired spouse by paying an additional $100 per month (i.e., in addition to employee contribution rates). This exception shall expire without further action from the parties effective June 30, 2028, at which point, this Section F.1.b shall be null and void.

2. Upon the spouse's enrollment in any such employer, business, organization, or retirement plan sponsored group insurance coverage, that coverage will become the primary payor of benefits and the coverage sponsored by the District, if the employee has elected family coverage, will become the secondary payor of benefits according to the primary plan's Coordination of Benefits and participation rules.

3. An employee whose spouse is required to take coverage per the terms of Section F.1. above shall be reimbursed up to $1,500 per year, paid quarterly. To be eligible for reimbursement, an employee shall comply with protocols published by the Treasurer's Office in collaboration with the OCFT.

4. Any spouse who fails to enroll in any group insurance coverage sponsored by his/her employer, business, organization, or any retirement plan, as required by this Section, shall be ineligible for benefits under such group insurance coverage sponsored by the District.

5. It is the employee's responsibility to advise the District Health Benefit Plan (the "Plan") immediately (and not later than 30 days after any change in eligibility) if the employee's spouse becomes eligible to participate in group health insurance and/or prescription drug insurance, other than a High-Deductible Health Plan, as defined by Internal Revenue Service, sponsored by his/her employer, business, organization, or retirement plan at any point in time after June 20, 2023. Upon becoming eligible, the employee's spouse must enroll in any group health insurance and/or prescription drug insurance sponsored by his/her employer, business, organization, or retirement plan unless he/she is exempt from this requirement in accordance with the exemptions stated in this Section.

6. Every employee whose spouse participates in District's group health insurance coverage and/or prescription drug insurance coverage shall complete and submit to the Plan, upon request, a written certification verifying whether his/her spouse is eligible to participate in group health insurance coverage and/or prescription drug insurance coverage, other than a High-Deductible Health Plan, as defined by the Internal Revenue Service, sponsored by the spouse's employer, business, organization, or any retirement plan. If any employee fails to complete and submit the certification form by the required date, such employee's spouse will be removed immediately from all group health insurance and/or prescription drug insurance coverages sponsored by the District. Additional documentation may be required.

7. If an employee submits false information, or fails to timely advise the Plan of a change in the spouse's eligibility for employer (or business, organization, or retirement plan) sponsored group health insurance and/or prescription drug insurance, and such false information or such failure by the employee results in the Plan providing benefits to which the spouse is not entitled, after investigation, the employee will be personally liable to the Plan for reimbursement of benefits and expenses, including attorneys' fees and costs, incurred by the Plan. Any amount to be reimbursed by the employee may be deducted from the benefits to which the employee would otherwise be entitled. In addition, the employee's spouse will be terminated immediately from group health insurance and/or prescription drug insurance coverage under the Plan. If the employee submits false information, the employee may be subject to disciplinary action, up to and including termination of employment.

XXX. 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, and Fundamentals of Coaching certifications to the Superintendent's office to be kept on file. At the beginning of each school year, the Superintendent's Office shall notify all coaches of the expiration date of their certifications.

2. Reimbursement for the aforementioned classes will be provided. Coaches must submit proof of payment and a certificate of completion before reimbursement is issued.

D. Supplemental Activity Funding

1. The building principal and the Board Treasurer shall meet with the faculty advisor of the activity or the involved elementary teachers to ascertain information regarding available monies in the student activity account of that activity, and shall set a budget as well as submit plans for fund raising activities and purposes for the club as required to do so by law.

2. Junior High Supplemental Fund

The sum of $1,500 for each junior high school shall be used to support extracurricular activities that are unique to each building. The Principal and Building Leaders shall determine the allocation of funds. An advisor shall present a plan and a job description to the Principal and Building Leaders prior to starting the activity.

3. Intermediate Supplemental Fund

The sum of $1,500 for each intermediate school shall be used to support extracurricular activities that are unique to each building. The Principal and

Building Leaders shall determine the allocation of funds. An advisor shall present a plan and a job description to the Principal and Building Leaders prior to starting the activity.

4. 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 Principal and Building Leaders shall determine the allocation of funds. An advisor shall present a plan and a job description to the Principal and Building Leaders 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.

   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.

2. 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.

3. 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.

4. 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 $30.00 an hour.

2. Tasks such as game worker/timekeeper, etc. at sporting events shall be hired out at a rate approved by the Board of Education with the OCFT President being notified prior to changes occurring.

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

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

Teachers employed on a regular basis beyond their regular teaching responsibilities shall be paid at the hourly rate of $30.00

J. Supplemental Positions

SUPPLEMENTAL POSITIONS
August 1, 2022 through July 31, 2025

Base Salary:		$8,752	$9,211	$9,006	$9,478	$9,267	$9,753
		2022-2023		2023-2024		2024-25	
CLAY HIGH SCHOOL		0-4 Years	5 Years	0-4 Years	5 Years	0-4 Years	5 Years
ATHLETICS	Index	Exp.	Exp.	Exp.	Exp.	Exp.	Exp.
Athletic Director Asst.	1.050	$9,190	$9,672	$9,456	$9,952	$9,730	$10,241
Football							
Head	1.000	$8,752	$9,211	$9,006	$9,478	$9,267	$9,753
10 Assistants	0.700	$6,126	$6,448	$6,304	$6,635	$6,487	$6,827
Boys Basketball							
Head	1.000	$8,752	$9,211	$9,006	$9,478	$9,267	$9,753
3 Assistants	0.700	$6,126	$6,448	$6,304	$6,635	$6,487	$6,827
Wrestling							
Head	1.000	$8,752	$9,211	$9,006	$9,478	$9,267	$9,753
3 Assistants	0.700	$6,126	$6,448	$6,304	$6,635	$6,487	$6,827
Hockey							
Head	0.750	$6,564	$6,908	$6,754	$7,109	$6,950	$7,315
1 Assistant	0.525	$4,595	$4,836	$4,728	$4,976	$4,865	$5,120
Boys/Girls Track							
Head	0.750	$6,564	$6,908	$6,754	$7,109	$6,950	$7,315
Asst. Head	0.600	$5,251	$5,527	$5,403	$5,687	$5,560	$5,852
4 Assistants	0.525	$4,595	$4,836	$4,728	$4,976	$4,865	$5,120
Baseball							
Head	0.750	$6,564	$6,908	$6,754	$7,109	$6,950	$7,315
3 Assistants	0.525	$4,595	$4,836	$4,728	$4,976	$4,865	$5,120
Girls Basketball							
Head	1.000	$8,752	$9,211	$9,006	$9,478	$9,267	$9,753
3 Assistants	0.700	$6,126	$6,448	$6,304	$6,635	$6,487	$6,827

CLAY HIGH SCHOOL		2022-2023		2023-2024		2024-25	
ATHLETICS contd.	Index	0-4 Years Exp.	5 Years Exp.	0-4 Years Exp.	5 Years Exp.	0-4 Years Exp.	5 Years Exp.
Girls Softball							
Head	0.750	$6,564	$6,908	$6,754	$7,109	$6,950	$7,315
3 Assistants	0.525	$4,595	$4,836	$4,728	$4,976	$4,865	$5,120
Volleyball							
Head	0.750	$6,564	$6,908	$6,754	$7,109	$6,950	$7,315
3 Assistants	0.525	$4,595	$4,836	$4,728	$4,976	$4,865	$5,120
Boys Soccer							
Head	0.750	$6,564	$6,908	$6,754	$7,109	$6,950	$7,315
2 Assistants	0.525	$4,595	$4,836	$4,728	$4,976	$4,865	$5,120
Girls Soccer							
Head	0.750	$6,564	$6,908	$6,754	$7,109	$6,950	$7,315
2 Assistants	0.525	$4,595	$4,836	$4,728	$4,976	$4,865	$5,120
Cross Country							
Head	0.750	$6,564	$6,908	$6,754	$7,109	$6,950	$7,315
1 Assistant	0.525	$4,595	$4,836	$4,728	$4,976	$4,865	$5,120
Boys Tennis	0.750	$6,564	$6,908	$6,754	$7,109	$6,950	$7,315
1 Assistant*	0.525	$4,595	$4,836	$4,728	$4,976	$4,865	$5,120
Girls Tennis	0.750	$6,564	$6,908	$6,754	$7,109	$6,950	$7,315
1 Assistant*	0.525	$4,595	$4,836	$4,728	$4,976	$4,865	$5,120
Golf, Boys	0.750	$6,564	$6,908	$6,754	$7,109	$6,950	$7,315
1 Assistant	0.525	$4,595	$4,836	$4,728	$4,976	$4,865	$5,120
Golf, Girls	0.750	$6,564	$6,908	$6,754	$7,109	$6,950	$7,315
1 Assistant	0.525	$4,595	$4,836	$4,728	$4,976	$4,865	$5,120
Gymnastics, Girls							
(4 Participants)	0.500	$4,376	$4,606	$4,503	$4,739	$4,633	$4,876
(5 Participants)	0.600	$5,251	$5,527	$5,403	$5,687	$5,560	$5,852
(6 or more Part.)	0.700	$6,126	$6,448	$6,304	$6,635	$6,487	$6,827
Fall Cheerleader	0.525	$4,595	$4,836	$4,728	$4,976	$4,865	$5,120
JV Freshman							
Fall Cheerleader	0.350	$3,063	$3,224	$3,152	$3,317	$3,243	$3,414
Winter Cheerleader	0.575	$5,032	$5,296	$5,178	$5,450	$5,328	$5,608
JV Freshman							
Winter Cheerleader	0.375	$3,282	$3,454	$3,377	$3,554	$3,475	$3,657
Swimming, Boys/Girls							
Head	0.750	$6,564	$6,908	$6,754	$7,109	$6,950	$7,315
1 Assistant	0.525	$4,595	$4,836	$4,728	$4,976	$4,865	$5,120
Lacrosse, Boys							
Head	0.750	$6,564	$6,908	$6,754	$7,109	$6,950	$7,315
1 Assistant	0.525	$4,595	$4,836	$4,728	$4,976	$4,865	$5,120
Lacrosse, Girls							
Head	0.750	$6,564	$6,908	$6,754	$7,109	$6,950	$7,315
1 Assistant	0.525	$4,595	$4,836	$4,728	$4,976	$4,865	$5,120
NON-ATHLETIC POSITIONS							
Bowling Club Advisor	0.250	$2,188	$2,303	$2,251	$2,370	$2,317	$2,438
Crystal (Yearbook)	0.350	$3,063	$3,224	$3,152	$3,317	$3,243	$3,414
Band							
Head	0.975	$8,533	$8,981	$8,781	$9,241	$9,035	$9,509
1 Assistant	0.700	$6,126	$6,447	$6,303	$6,634	$6,486	$6,826
1 Marching Band Asst.**	0.243	$2,127	$2,238	$2,188	$2,303	$2,252	$2,370
1 Drumline Instructor (Fall)	0.225	$1,969	$2,072	$2,026	$2,133	$2,085	$2,194
1 Flag Corp Adv. (Fall)	0.150	$1,313	$1,382	$1,351	$1,422	$1,390	$1,463

CLAY HIGH SCHOOL		2022-2023		2023-2024		2024-25	
Non-Athletic contd.	Index	0-4 Years Exp.	5 Years Exp.	0-4 Years Exp.	5 Years Exp.	0-4 Years Exp.	5 Years Exp.
1 Majorette/Drum Major Adv. (Fall)	0.150	$1,313	$1,382	$1,351	$1,422	$1,390	$1,463
Jazz Band Director	0.150	$1,313	$1,382	$1,351	$1,422	$1,390	$1,463
Pep Band Director	0.150	$1,313	$1,382	$1,351	$1,422	$1,390	$1,463
Drama							
Head	0.750	$6,564	$6,908	$6,754	$7,109	$6,950	$7,315
1 Assist. - Technical	0.525	$4,595	$4,836	$4,728	$4,976	$4,865	$5,120
1 Assist. - Musical	0.350	$3,063	$3,224	$3,152	$3,317	$3,243	$3,414
Class Advisor							
Senior	0.300	$2,626	$2,763	$2,702	$2,843	$2,780	$2,926
Junior	0.250	$2,188	$2,303	$2,251	$2,370	$2,317	$2,438
Sophomore	0.250	$2,188	$2,303	$2,251	$2,370	$2,317	$2,438
Freshman	0.250	$2,188	$2,303	$2,251	$2,370	$2,317	$2,438
Skills USA Advisor	0.243	$2,127	$2,238	$2,188	$2,303	$2,252	$2,370
Assistant	0.125	$1,094	$1,151	$1,126	$1,185	$1,158	$1,219
DECA Advisor	0.243	$2,127	$2,238	$2,188	$2,303	$2,252	$2,370
FFA Advisor	0.243	$2,127	$2,238	$2,188	$2,303	$2,252	$2,370
Quiz Bowl Club Adv.	0.200	$1,750	$1,842	$1,801	$1,896	$1,853	$1,951
Vocal							
Director	0.243	$2,127	$2,238	$2,188	$2,303	$2,252	$2,370
Show Choir (Varsity Voices)	0.243	$2,127	$2,238	$2,188	$2,303	$2,252	$2,370
Volunteer Focus Club Advisor	0.200	$1,750	$1,842	$1,801	$1,896	$1,853	$1,951
National Honor Society Club Advisor	0.200	$1,750	$1,842	$1,801	$1,896	$1,853	$1,951
Powerlifting Advisor	0.139	$1,217	$1,280	$1,252	$1,317	$1,288	$1,356
STRIVE Club Advisor	0.200	$1,750	$1,842	$1,801	$1,896	$1,853	$1,951
International Club Adv.	0.100	$875	$921	$901	$948	$927	$975
Business Professionals of America Adv.	0.243	$2,127	$2,238	$2,188	$2,303	$2,252	$2,370
Model UN Advisor	0.243	$2,127	$2,238	$2,188	$2,303	$2,252	$2,370
Chess Club Advisor	0.100	$875	$921	$901	$948	$927	$975
HOSA Advisor	0.243	$2,127	$2,238	$2,188	$2,303	$2,252	$2,370
Department Chairs							
Math	0.219	$1,917	$2,017	$1,972	$2,076	$2,029	$2,136
Social Studies	0.219	$1,917	$2,017	$1,972	$2,076	$2,029	$2,136
ELA	0.219	$1,917	$2,017	$1,972	$2,076	$2,029	$2,136
Science	0.219	$1,917	$2,017	$1,972	$2,076	$2,029	$2,136
Career Tech	0.219	$1,917	$2,017	$1,972	$2,076	$2,029	$2,136
Special Education	0.219	$1,917	$2,017	$1,972	$2,076	$2,029	$2,136
Arts (Visual, World Language, Band and Choir)	0.219	$1,917	$2,017	$1,972	$2,076	$2,029	$2,136
504 Coordinator	0.137	$1,199	$1,262	$1,234	$1,299	$1,270	$1,336
Dean of Students	1.100	$9,627	$10,132	$9,906	$10,426	$10,194	$10,728
Dean of Students, Asst.	0.500	$4,376	$4,606	$4,503	$4,739	$4,633	$4,876
Aveidum Advisor	0.200	$1,750	$1,842	$1,801	$1,896	$1,853	$1,951
Art Club	0.100	$875	$921	$901	$948	$927	$975

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

**If the total band membership exceeds 150

		2022-2023		2023-2024		2024-25	
JUNIOR HIGH SCHOOL		0-4 Years	5 Years	0-4 Years	5 Years	0-4 Years	5 Years
Athletics	Index	Exp.	Exp.	Exp.	Exp.	Exp.	Exp.
Assistant AD	0.625	$5,470	$5,757	$5,629	$5,924	$5,792	$6,096
Football							
Lead	0.500	$4,376	$4,606	$4,503	$4,739	$4,633	$4,876
5 Assistants	0.425	$3,720	$3,915	$3,827	$4,028	$3,938	$4,145
Boys Basketball							
Lead	0.500	$4,376	$4,606	$4,503	$4,739	$4,633	$4,876
2 Assistants	0.425	$3,720	$3,915	$3,827	$4,028	$3,938	$4,145
Wrestling							
Lead	0.500	$4,376	$4,606	$4,503	$4,739	$4,633	$4,876
3 Assistants	0.425	$3,720	$3,915	$3,827	$4,028	$3,938	$4,145
Boys/Girls Track							
Lead	0.400	$3,501	$3,684	$3,602	$3,791	$3,707	$3,901
6 Assistants	0.340	$2,976	$3,132	$3,062	$3,223	$3,151	$3,316
Girls' Basketball							
Lead	0.500	$4,376	$4,606	$4,503	$4,739	$4,633	$4,876
2 Assistants	0.425	$3,720	$3,915	$3,827	$4,028	$3,938	$4,145
Volleyball							
Lead	0.500	$4,376	$4,606	$4,503	$4,739	$4,633	$4,876
3 Assistants	0.425	$3,720	$3,915	$3,827	$4,028	$3,938	$4,145
Cross Country							
Lead	0.400	$3,501	$3,684	$3,602	$3,791	$3,707	$3,901
1 Assistant	0.340	$2,976	$3,132	$3,062	$3,223	$3,151	$3,316
Fall Cheerleader	0.200	$1,750	$1,842	$1,801	$1,896	$1,853	$1,951
Winter Cheerleader	0.225	$1,969	$2,072	$2,026	$2,133	$2,085	$2,194
NON-ATHLETIC POSITIONS							
Dean of Students	1.100	$9,627	$10,132	$9,906	$10,426	$10,194	$10,728
Power of the Pen Adv.	0.051	$446	$470	$459	$483	$473	$497
Yearbook	0.208	$1,820	$1,916	$1,873	$1,971	$1,928	$2,029
Youth-To-Youth	0.208	$1,820	$1,916	$1,873	$1,971	$1,928	$2,029
1 Assistant	0.108	$945	$995	$973	$1,024	$1,001	$1,053
Student Council	0.208	$1,820	$1,916	$1,873	$1,971	$1,928	$2,029
1 Assistant	0.108	$945	$995	$973	$1,024	$1,001	$1,053
Bldg. Leaders (7,8,							
Sp. Ed., Specials)	0.178	$1,558	$1,640	$1,603	$1,687	$1,650	$1,736
School Vocal Director	0.125	$1,094	$1,151	$1,126	$1,185	$1,158	$1,219
School Band Director	0.125	$1,094	$1,151	$1,126	$1,185	$1,158	$1,219
Washington DC Coord.	0.132	$1,155	$1,216	$1,189	$1,251	$1,223	$1,287
Washington DC							
Supervisor (per day)	0.019	$166	$175	$171	$180	$176	$185
Response to Intervention							
(RTI) Teams (3)	0.137	$1,199	$1,262	$1,234	$1,299	$1,270	$1,336
Fitness Club Advisor	0.108	$945	$995	$973	$1,024	$1,001	$1,053
1 Assistant	0.060	$525	$553	$540	$569	$556	$585
Model UN Advisor							
Jr. High	0.208	$1,820	$1,916	$1,873	$1,971	$1,928	$2,029
INTERMEDIATE							
Yearbook	0.208	$1,820	$1,916	$1,873	$1,971	$1,928	$2,029
Bldg. Leaders (5, 6,							
and 2 at large)	0.178	$1,558	$1,640	$1,603	$1,687	$1,650	$1,736
Youth-To-Youth	0.208	$1,820	$1,916	$1,873	$1,971	$1,928	$2,029
1 Assistant	0.108	$945	$995	$973	$1,024	$1,001	$1,053
Fitness Club Advisor	0.108	$945	$995	$973	$1,024	$1,001	$1,053
Vocal Director	0.125	$1,094	$1,151	$1,126	$1,185	$1,158	$1,219
Band Director	0.125	$1,094	$1,151	$1,126	$1,185	$1,158	$1,219

INTERMEDIATE Contd.	Index	2022-2023 0-4 Years Exp.	2022-2023 5 Years Exp.	2023-2024 0-4 Years Exp.	2023-2024 5 Years Exp.	2024-25 0-4 Years Exp.	2024-25 5 Years Exp.
Student Council	0.208	$1,820	$1,916	$1,873	$1,971	$1,928	$2,029
1 Assistant	0.108	$945	$995	$973	$1,024	$1,001	$1,053
Teacher In Charge	0.178	$1,558	$1,640	$1,603	$1,687	$1,650	$1,736
Outdoor Education Supv. (per day)	0.019	$166	$175	$171	$180	$176	$185
Outdoor Education Coordinator	0.132	$1,155	$1,216	$1,189	$1,251	$1,223	$1,287
Jr. Limelighters Dir.	0.230	$2,013	$2,119	$2,071	$2,180	$2,131	$2,243
Junior Limelighters Assistant Technical	0.175	$1,532	$1,612	$1,576	$1,659	$1,622	$1707
Junior Limelighters Assistant Musical	0.132	$1,155	$1,216	$1,189	$1,251	$1,223	$1,287
ELEMENTARY							
Elem. Vocal Director	0.125	$1,094	$1,151	$1,126	$1,185	$1,158	$1,219
Student Council Adv.	0.075	$656	$691	$675	$711	$695	$731
Right to Read Chair.	0.030	$263	$276	$270	$284	$278	$293
Bldg. Leader (1(K-2), 1(3-4), 2(at large))	0.178	$1,558	$1,640	$1,603	$,1687	$1,650	$1,736
Kiwanis Kids (Starr only)	0.044	$385	$405	$396	$417	$408	$429
Teacher in Charge	0.178	$1,558	$1,640	$1,603	$1,687	$1,650	$1,736
Art Club Adv. (2/bldg.)	0.100	$875	$921	$901	$948	$927	$975
Fitness Club Advisor	0.108	$945	$995	$973	$1,024	$1,001	$1,053
DISTRICT POSITIONS							
Licensure Committee Chairperson (1)	0.200	$1,750	$1,842	$1,801	$1,896	$1,853	$1,951
Member (2)	0.150	$1,313	$1,382	$1,351	$1,422	$1,390	$1,463
High Quality Student Data Committee (HQSD) Chairperson (1)	0.200	$1,750	$1,842	$1,801	$1,896	$1,853	$1,951
Member (4)	0.150	$1,313	$1,382	$1,351	$1,422	$1,390	$1,463
Building Mentor	0.100	$875	$921	$901	$948	$927	$975
Resident Tchr Coord.	0.498	$4,358	$4,587	$4,485	$4,720	$4,615	$4,857
Teacher In Charge (OSAPP/Wynn)	0.178	$1,558	$1,640	$1,603	$1,687	$1,650	$1,736
College Credit Plus Coordinator	0.200	$1,750	$1,842	$1,801	$1,896	$1,853	$1,951

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

K. Club Advisors and Coach Selection Process

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 chaperons, 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.

Head coach candidates shall be interviewed by a committee with recommendations made to the Superintendent. 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.

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.

Unit members who are interested in such positions should contact the responsible administrator at the time the position is posted.

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.

XXXI. SEVERANCE POLICY AND HEALTH CARE INCENTIVE PLAN

A. Severance Pay Policy

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

1. Retirement shall be defined to mean actual retirement and eligibility for retirement benefits under the State Teachers Retirement System or the School Employees Retirement System.

2. Accumulated sick leave may be used as severance pay not to exceed the days and the percentages listed below:

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

3. Dispersal:

   a) For teachers under the age of 65 upon retirement, the teacher shall receive severance in three (3) annual installment payments in paper check(s).

   b) For teachers at or over the age of 65 upon retirement, the teacher shall elect to

receive severance in one of the following two ways: one (1) single lump sum payment or three (3) annual installment payments in paper check(s).

4. In the event of the death of an employee of the Oregon City School District, the Board shall pay an amount equal to the employee's severance at the time of death. This payment shall be made to the surviving spouse, if any, or in the absence of a surviving spouse, to the deceased employee's estate.

B. For the duration of this Agreement, there shall be no further severance plans including, but not limited to, early exit incentive severance plan, separation agreements, or health care incentive plans.

APPENDIX

MEMORANDUM OF UNDERSTANDING

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

The parties agree to the following:

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

For the O.C.F.T. Laura C. Hayes

Date 5-13-11

For the Board

Date

Evaluation Handbook

Oregon City Schools

Oregon City Federation
of Teachers

Evaluation Handbook
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Section 1:
Teacher Evaluation Framework
Procedures and Timelines
Growth Plans
HQSD
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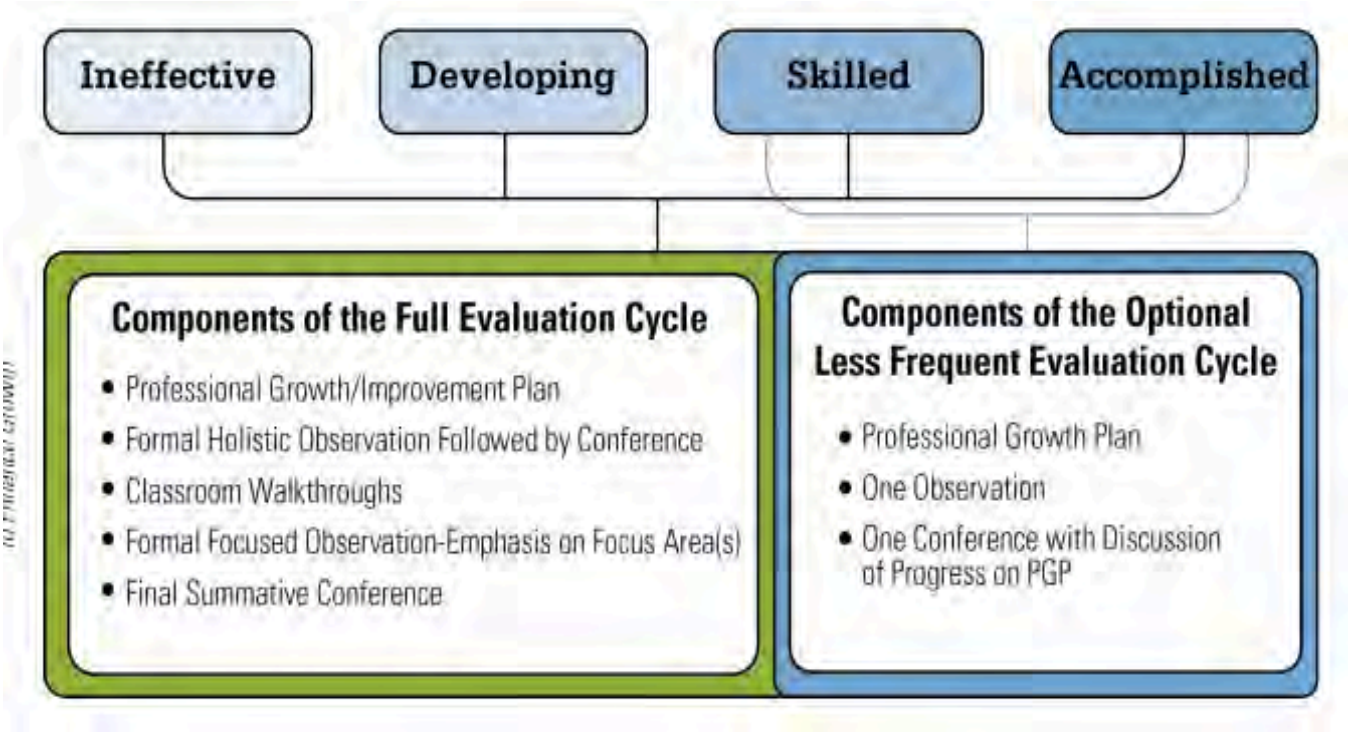
OTES 2.0

The State Board of Education values the importance of promoting educator professional growth that leads to improved instructional performance and student learning. OTES 2.0 is a professional growth model and is intended to be used to continually assist educators in enhancing teacher performance. An effective professional growth model considers a teacher's instructional strengths, while supporting identified areas for improvement according to the profile of each educator. This process is to be collaborative, ongoing and supportive of the professional growth of the teacher. Each teacher will be evaluated according to Ohio Revised Code and the Ohio Teacher Evaluation Framework, which is aligned with the Ohio Standards for the Teaching Profession adopted under state law. Using multiple factors set forth in the Framework, the teacher's Final Holistic Rating will be based upon a combination of informal and formal observations and supporting evidence using the Teacher Performance Evaluation Rubric.

Teacher Evaluation Framework



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.

Procedures and Timelines

Evaluation Schedule: The district will evaluate teachers rated accomplished and skilled on a three and two year rotation, respectively. For the teacher on a limited or extended limited contract under consideration for non-renewal, the district is required to conduct at least three formal observations. The union building representative and evaluator for teachers on a limited or extended limited contract under consideration for non-renewal will communicate the process to the teacher at the beginning of the school year.

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; (2) has submitted notice of retirement on or before December 1 of the school year, (3) is a teacher participating in RESA for the first time, or (4) instructs less than 50% of their time employed.

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. The lead teacher will also be a resource for the evaluation processes for any educator.

Full Cycle Evaluation Components:

A. Self-Assessment Survey completed (optional for those holding a 5-Year Professional License)
   *Resident Educators will use RE program version of the self-assessment
B. Professional Growth Plan completed by September 30, unless a Resident Educator
C. Observation and Examination of Artifacts
   1. Informal Observations (2 walkthroughs; 15-20 minutes in length) Teachers who are fully evaluated will receive at least two classroom walkthroughs. These may be announced or unannounced. Classroom walkthroughs are informal observations of less than 30 minutes with an emphasis on identified focus area(s) when applicable. The focus may be area(s) of strength, area(s) for improvement, or both.

   2. Pre-Observation Conference – A pre-conference prior to the first formal observation is recommended.

   3. First Observation – Formal Holistic (minimum 30 minutes in length) - The first formal observation consists of the evaluator documenting all areas on the rubric as well as information collected through the pre-conference.

   4. Post-Conference - A conference between the teacher and evaluator will occur after the Formal Holistic Observation to determine the identified area(s) of focus. The focus may be areas(s) of strength, area(s) for improvement, or both. Teachers with a Final Holistic Rating of Accomplished will select their own focus area(s). Teachers with a Final Holistic Rating of Skilled will select focus area(s) in collaboration with their evaluator. Teachers with a Final Holistic Rating of Developing will receive guidance from their evaluator to determine focus area(s). Evaluators will select the focus area(s) for teachers with a Final Holistic Rating of Ineffective.

   5. Second Observation – Formal Focused - (minimum of 30 minutes in length) The second formal observation will be a focused one and will emphasize the focus area(s) identified after the earlier Formal Holistic Observation. Its purpose is to ensure the teacher receives the support necessary for growth in the focus area(s). While evaluators must collect sufficient evidence related to the identified focus area(s), they also must document sufficient evidence to support a Final Holistic Rating at the end of the evaluation cycle.

D. Final Summative Conference

E. Final Holistic Rating

*Note that during walkthroughs and the Formal Focused Observation, evaluators are not limited to collecting evidence on the identified focus area(s). Evaluators must ensure they have sufficient evidence to provide a Final Holistic Rating at the end of the evaluation cycle.

Off Cycle (Less Frequent) Evaluation Components:

A. Self-Assessment Survey completed (optional for those holding a 5-Year Professional License) *Resident Educators will use their version of self-assessment
B. Professional Growth Plan completed by September 30, unless a Resident Educator
C. Informal Observation – (1 walkthrough, 15-20 minutes in length) Teachers on an off cycle evaluation will receive at least one classroom walkthrough. It may be announced or unannounced. An emphasis will be on identified area(s) of focus when applicable. The focus may be area(s) of strength, area(s) for Improvement, or both.
D. Summative Conference with evaluator – discussion of PGP progress, review ongoing collaborative conversations.

Evaluation Requirements

A. Requests
   1. Evaluators may request lesson plans (electronic or hard copy) 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 Final Summative Conference.
   4. Teachers or evaluators may request the involvement of an additional evaluator after the first observation cycle.
   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, in consultation with the lead teacher as a credentialed OTES evaluator, 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 Summative Conference.

B. Duration
   1. A minimum of two thirty-minute observations are needed to complete full cycle evaluation per ORC3319.111.
   2. Evaluators and teachers will collaborate to schedule holistic and focused observation times.
   3. Observed lessons should be representative of the teacher's schedule.

C. Timeline
   1. August 1 – OhioES will open for district set-up completed by Superintendent and Lead Teacher
   2. September 30 – PGP or Improvement Plans completed, unless a Resident Educator.
   3. May 1 – All evaluations completed in the system.
   4. Mid-June – OhioES closes

D. Reporting
   1. The teacher being evaluated shall receive a written report of the Final Holistic Rating no later than May 10.
   2. The Final Holistic Rating 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 the Final Holistic Rating for district files.

Professional Growth and Improvement 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 September 30, unless a RE.

Either a Professional Growth Plan or an Improvement Plan will be developed annually. Each plan will provide a minimum of 2 goals:

1 goal

- Based upon the results of the evaluation; and

1 goal

- Aligned to any existing school district or building improvement plan.

- The local board of education may elect to evaluate less frequently each teacher rated **Accomplished** on the teacher's most recent evaluation once every three years, provided the teacher submits a self-directed Professional Growth Plan** to the evaluator, and the evaluator determines that the teacher is making progress on that plan. The Professional Growth Plan shall focus on the most recent evaluation and observations. Less frequent evaluations must include one observation and one conference. Teachers with a rating of **Accomplished** may choose their credentialed evaluator for the evaluation cycle.

- The local board of education may evaluate less frequently each teacher rated **Skilled** on the teacher's most recent evaluation once every two years, provided the teacher and evaluator jointly develop a Professional Growth Plan for the teacher, and the evaluator determines that the teacher is making progress on that plan. The Professional Growth Plan shall focus on the most recent evaluation and

observations. Less frequent evaluations must include one observation and one conference. Teachers with a rating of **Skilled** may have input on the selection of their credentialed evaluator for the evaluation cycle.

- A teacher with a Final Holistic Rating of **Developing** will develop a Professional Growth Plan that is guided by the assigned credentialed evaluator.

- A teacher with a Final Holistic Rating of **Ineffective** will be placed on an Improvement Plan developed by the assigned credentialed evaluator.

- The district has the discretion to place a teacher on an Improvement Plan at any time based on any individual deficiencies in any individual component of the evaluation system. The teacher will receive written notice of being placed on an improvement plan and a conference will be scheduled with the evaluator and union representation and the Lead Teacher. The evaluator will develop the improvement plan in collaboration with the Lead Teacher. The Lead Teacher will be a support for the teacher through the implementation of the improvement plan.

HQSD

High-Quality Student Data to Inform Instruction and Enhance Practice

- Choosing and using high-quality student data (HQSD) to guide instructional decisions and meet student learning needs is key in making sound instructional decisions for students.

- The teacher evaluation will use at least two measures of district-determined HQSD to **provide evidence of student learning attributable to the teacher** being evaluated.

- When applicable to the grade level or subject area taught by a teacher, HQSD shall include the **value-added progress dimension** and the teacher shall use at least one other measure of HQSD to demonstrate student learning.

- HQSD may be used as evidence in any component of the evaluation where applicable.

- It is recognized that there are many types of data that can be used to support student learning and the data include much more than just test scores. *These types of data and their uses are important and should continue to be used to guide instruction and address the needs of the whole child but may not meet the definition of high-quality student data for the purpose of teacher evaluation.*

The high-quality student data instrument used must be rigorously reviewed by locally determined experts in the field of education to meet all of the following criteria:

☐ Align to learning standards

☐ Measure what is intended to be measured

☐ Be attributable to a specific teacher for course(s) and grade level(s) taught

☐ Demonstrate evidence of student learning (achievement and/or growth)

☐ Follow protocols for administration and scoring

☐ Provide trustworthy results

☐ Not offend or be driven by bias

AND the teacher must use the data generated from the high-quality student data instrument by:

☐ Critically reflecting upon and analyzing available data, using the information as part of an ongoing cycle of support for student learning

☐ Considering student learning needs and styles, identifying the strengths and weaknesses of an entire class, as well as individual students

☐ Informing instruction and adapting instruction to meet student need based upon the information gained from the data analysis

☐ Measuring student learning (achievement and/or growth) and progress towards achieving state and local standards

Types of Student Data

a. Demographic data about students and school/district (age ranges, SES, attendance, or graduation rates)

b. Student learning needs, academic, performance and student progress

c. Perception data (such as from students, parents, school-working condition survey)

Sources of Student Data

District and Building Local Report Cards

EMIS Report for class or class period

Testing data

(Value-added, approved Vendor assessments, District-determined instruments)

Other data sources as needed and/or available

Examples of HQSD

Value-Added

iReady

DRA

Webxam

HQSD Team-approved Assessments

Other – as approved by the HQSD Team

HQSD Team

The OCS HQSD Team shall be responsible for the review and approval of the high-quality student data instruments using the criteria listed above.

The OCS HQSD Team shall consist of four (4) members from the teaching ranks and the Director of Teaching and Learning. When determining the teaching team members, it is suggested to have the K-4, 5-8, and 9-12 grade level bands represented. Three (3) of the teaching representatives will be compensated at the .150 supplemental index and one (1) of the teaching representatives will be the chair of the team will be compensated at the .200 supplemental index. The normal posting procedure for these supplemental positions will be followed. It is recommended that teaching representatives on the team must have at least five (5) years of teaching experience in the district and have training

and experience with assessment literacy and design. The teaching representatives for the HQSD team shall be appointed by mutual agreement of the President of the OCFT and the Superintendent.

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.

The HQSD Team Chair will determine the meeting schedule for the team.

A timeline for assessment approval for HQSD use will be provided each year from the HQSD team.

The HQSD Team will keep the master list of the district approved assessments that teachers may use for HQSD requirements. The list will be disseminated to the teaching staff at the beginning of each school year by the HQSD Team Chair. The HQSD team may also assist or advise the evaluator and teacher in determining whether the teacher has met the criteria of using data from any measurement being used for HQSD purposes.

Additional Requirements:

Teachers must be provided with a written report of the results of their evaluation.

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 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 provide for the allocation of financial resources to support professional development for all teachers. The local board of education will also ensure that poorly performing teachers are provided with professional development to accelerate and continue teacher growth.

LEGAL REFS. ORC 3319.111; 3319.112 * The ***Ohio Teacher Evaluation System Framework 2.0*** represents the required basic structure of the teacher evaluation system. For additional guidance, please see the ***Ohio Teacher Evaluation System 2.0 Model*** which provides definitions of terms, detailed suggested implementation, and best practices for evaluating teachers in Ohio.

Conferences

Recommended Pre-Conference:
Planning and Observation of Classroom Teaching and Learning

At the pre-conference, the evaluator and teacher discuss what the evaluator will observe during the classroom visit. The teacher shares important information about the characteristics of the learners and learning environment as well as the lesson objectives and how student learning will be assessed. The pre-conference gives the teacher an opportunity to identify areas in which he or she would like feedback during the classroom observation. The pre- conference gives the teacher an opportunity to provide evidence of student learning that may not be visible during the observations. This conversation takes place during a formal meeting, and the evaluator should keep a record of the date. After the pre-conference, best practice calls for scheduling a formal observation to observe the lesson discussed.

The purpose of the pre-conference is to provide the evaluator and teacher an opportunity to discuss:

- Date of lesson;
- Lesson or unit objective(s);
- Prior learning experiences of the students;
- Characteristics of the learners and learning environment;
- Instructional strategies the teacher will use to meet the lesson objective(s);
- Student activities and materials;
- Differentiation based on students' needs; and
- Assessment data to be collected to demonstrate student learning, such as the use of high-quality student data

The sample questions were developed by the TE Evaluation Committee to reflect the OTES 2.0 rubric.

Pre-Conference Planning Sample Questions

The questions provided are intended to guide thinking and conversation. Standards are listed by how they appear in the Teacher Evaluation Rubric.

FOCUS FOR LEARNING
(Standard 4: Instruction)

- What content will students know/understand? What skills will they demonstrate?
- How has high-quality student data been utilized to set developmentally appropriate goals for student learning?

- What connections does this lesson make to previous and future learning, to other disciplines, to real life and/or possible careers?
- How do the activities, assessments and resources align with student needs, school and district priorities, and Ohio's Learning Standards?

KNOWLEDGE OF STUDENTS
(Standard 1: Students)

- What should the evaluator know about the student population?
- How was it determined that this is a developmentally appropriate learning activity?
- How does this lesson connect to students' experiences and/or culture?

LESSON DELIVERY
(Standard 2: Content/Standard 4: Instruction)

- How will the goals for learning be communicated to students?
- What questioning techniques will be used to check for understanding and encourage higher-level thinking?
- What collaborative and whole class instructional strategies will be used to engage all students?
- How will feedback be used to support student learning?
- What opportunities for student choice about learning paths and/or ways to demonstrate learning will be offered?

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

- How do you demonstrate regard for student perspectives, experiences and culture?
- How do you ensure interactions are respectful and supportive?
- How are students involved in establishing and maintaining classroom routines and procedures?

ASSESSMENT OF STUDENT LEARNING
(Standard 3: Assessment)

- How will you check for student understanding during the lesson?
- What potential learning obstacles might students encounter?
- What different methods of assessment are used in this lesson?
- How will you use assessment data to inform your next steps?
- What evidence does high-quality student data provide about student learning?

PROFESSIONAL RESPONSIBILITIES
(Standard 6: Collaboration, Standard 7: Professionalism)

- Discuss ways you reflect on and analyze your teaching.
- How do you collaborate with colleagues to improve student learning and instructional practice?
- How do you promote two-way communication with students? With families?

Post-Conference Planning Sample Questions

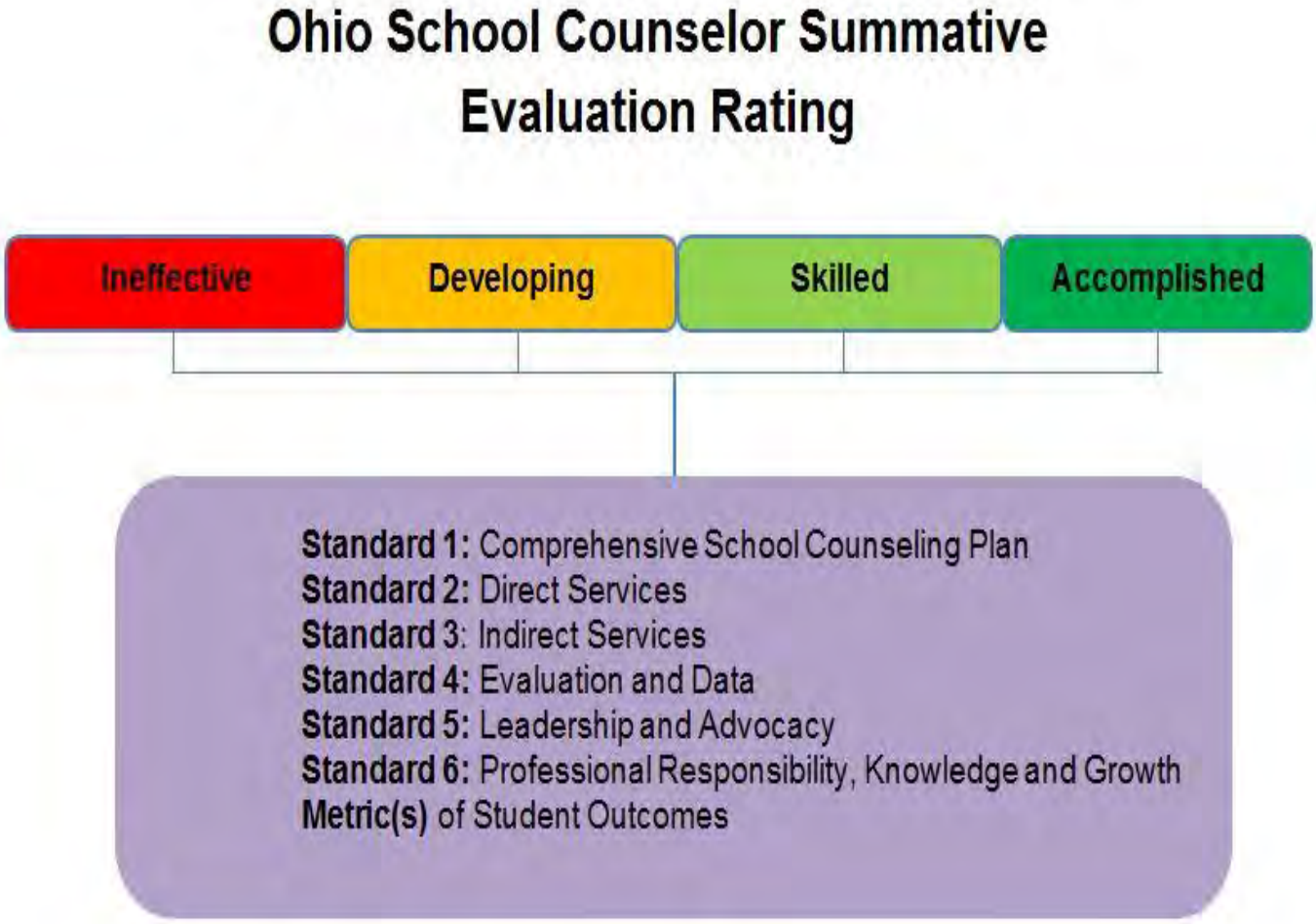
The purposes of the post conference are to review the teacher performance area(s) of focus as related to the goals in the PGP and to develop reflective questions aligned to the focus area(s). Consider the following:

- What focus area(s) were identified after the Formal Holistic Observation? What evidence has been demonstrated to support growth in the focus area(s)?
- What are the goals on the Professional Growth Plan (PGP)? Do the measurable indicators identified on the PGP demonstrate progress on the plan?
- What does the high-quality student data (HQSD) demonstrate about instruction and student learning?
- How have you provided evidence of *use* of the HQSD to impact student learning and teacher practice?
- What further professional supports might you need in the future to enhance your teaching practice and demonstrate growth?
- What reflective questions aligned to the identified focus area(s) above would enhance a strength and/or support an area for growth?

STUDENT GROWTH MEASURES WILL NOT BE REQUIRED COMPONENTS IN 2020-2021 EDUCATOR EVALUATIONS IN ACCORDANCE WITH HOUSE BILL 197 AND HOUSE BILL 164 OF THE 133RD GENERAL ASSEMBLY. A SCHOOL DISTRICT BOARD OF EDUCATION MAY NOT USE VALUE-ADDED, HIGH-QUALITY STUDENT DATA OR ANY OTHER STUDENT ACADEMIC GROWTH DATA TO MEASURE STUDENT LEARNING ATTRIBUTABLE TO A TEACHER OR PRINCIPAL WHILE CONDUCTING EVALUATIONS.

TO ENSURE STUDENT ACADEMIC GROWTH DATA IS NOT USED TO MEASURE STUDENT LEARNING ATTRIBUTABLE TO A TEACHER OR PRINCIPAL, EVALUATORS SHOULD NOT INCLUDE THE "EVIDENCE OF STUDENT LEARNING" COMPONENT ON THE TEACHER PERFORMANCE EVALUATION RUBRIC FOR OTES 2.0.

Section 2:
School Counselor Evaluation Framework



A. Timeline
   1. August 1 – OhioES will open for district set-up completed by Superintendent and Lead Teacher
   2. September 30 – PGP or Improvement Plans completed.
   3. Last day of school year – All evaluations completed in the system.
   4. Mid-June – OhioES closes

B. Reporting
   1. The counselor being evaluated shall receive a written report of the Final Summative Rating no later than the last scheduled day of the school year.
   2. The Final Summative Rating report will determine at that time whether the counselor 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 counselor or the evaluator. An OCFT representative does not need to be present if both the counselor and evaluator agree.
   4. The evaluator will print a hard copy of the Final Holistic Rating for district files.

Section 3:
Other

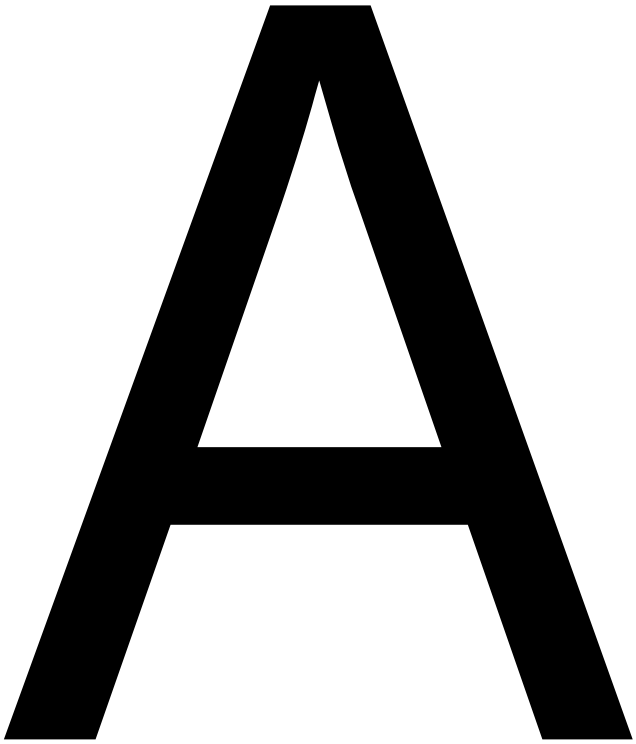
All non-OTES/OSCES positions will use rubrics developed collaboratively by OCS administration and OCFT union leadership for evaluation purposes.

Section 4:
Appendix

A: OTES 2.0 Resources
- Self-assessment Survey
- Ohio Standards for Teaching Profession
- Alignment to Rubric
- PGP
- Improvement Plan
- Rubric
- Walkthrough/Informal Observation Form
- HQSD Verification Form
- Artifacts of Practice
- Lesson Plan Guidance

B: OSCES Resources
- Ohio Standards for School Counselors
- Rubric
- PGP
- Self-Assessment Tool
- Improvement Plan
- Pre and Post Observation Resource Questions
- Informal Observation
- Final Summative Rating of School Counselor Effectiveness
- Post Conference Planning
- OSCES Optional Form to Demonstrate a Positive Student Outcome Using Student Metrics

C: Resident Educator Information and Timelines
D: Rights and Protections
E: Parameters for Peer Evaluator
F: Formal Request for Non-Peer Evaluator



OTES 2.0 RESOURCES

SELF-ASSESSMENT SURVEY

Likert Scale Version

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**
Evidence					
I demonstrate respect for my students' diverse cultures, language skills, and experiences.	**Never 1**	**Rarely 2**	**Sometimes 3**	**Frequently 4**	**Always 5**
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**
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 thee 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.	**Never 1**	**Rarely 2**	**Sometimes 3**	**Frequently 4**	**Always 5**
Evidence					
I connect my discipline with other content areas to plan and deliver effective instruction	**Never 1**	**Rarely 2**	**Sometimes 3**	**Frequently 4**	**Always 5**
Evidence					
I connect content to relevant life experiences and career opportunities.	**Never 1**	**Rarely 2**	**Sometimes 3**	**Frequently 4**	**Always 5**
Evidence					

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.	**Never 1**	**Rarely 2**	**Sometimes 3**	**Frequently 4**	**Always 5**
Evidence					
I select, develop and use a variety of diagnostic, formative and summative assessments.	**Never 1**	**Rarely 2**	**Sometimes 3**	**Frequently 4**	**Always 5**
Evidence					

I analyze data to monitor student's progress and learning, and to plan, differentiate and modify instruction.	**Never 1**	**Rarely 2**	**Sometimes 3**	**Frequently 4**	**Always 5**
Evidence					
I collaborate and communicate student progress with students, parents and colleagues.	**Never 1**	**Rarely 2**	**Sometimes 3**	**Frequently 4**	**Always 5**
Evidence					
I involve learners in self-assessment and goal setting to address gaps between performance and potential.	**Never 1**	**Rarely 2**	**Sometimes 3**	**Frequently 4**	**Always 5**
Evidence					

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

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

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

I create and select activities that are designed to help students become independent learners and complex problem-solvers.	**Never 1**	**Rarely 2**	**Sometimes 3**	**Frequently 4**	**Always 5**
Evidence					

I use resources effectively, including technology, to enhance student learning.	**Never 1**	**Rarely 2**	**Sometimes 3**	**Frequently 4**	**Always 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 1**	**Rarely 2**	**Sometimes 3**	**Frequently 4**	**Always 5**
Evidence					

I have created a classroom environment that is physically and emotionally safe.	**Never 1**	**Rarely 2**	**Sometimes 3**	**Frequently 4**	**Always 5**
Evidence					

I motivate my students to work productively and take responsibility for their own learning.	**Never 1**	**Rarely 2**	**Sometimes 3**	**Frequently 4**	**Always 5**
Evidence					

I create learning situations in which students work independently, collaboratively and/or as a whole class to my planning and instruction.	**Never 1**	**Rarely 2**	**Sometimes 3**	**Frequently 4**	**Always 5**
Evidence					

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

OTES 2.0 Version

Ohio Teacher Evaluation System — **Self-Assessment**

Self-Assessment Summary Tool

Directions: Teachers should record evidence to indicate strengths and areas for growth for each standard. Then, look across all of the standards holistically and identify two priorities for the upcoming year. Note these two priorities with check marks in the far-right column.

Name:
Date:

Standard		Strengths	Areas for Growth	Priorities (Check 2)
Standard 1: Students	• Knowledge of how students learn and of student development • Understanding of what students know and are able to do • High expectations for all students • Respect for all students • Identification, instruction and intervention for special populations			
Standard 2: Content	• Knowledge of content • Use of content- specific instructional strategies to teach concepts and skills • Knowledge of school and district curriculum priorities and Ohio's Learning Standards • Relationship of knowledge within the discipline to other content areas • Connection of content to life experiences and career opportunities			
Standard 3: Assessment	• Knowledge of assessment types • Use of varied diagnostic, formative and summative assessments • Analysis of data to monitor student progress and to plan, differentiate, and modify instruction • Communication of results • Inclusion of student self-assessment and goal-setting			
Standard 4: Instruction	• Alignment to school and district priorities and Ohio's Learning Standards • Use of student information to plan and deliver instruction • Communication of clear learning goals • Application of knowledge of how students learn to instructional design and delivery • Differentiation of instruction to support learning needs of all students • Use of activities to promote independence and problem-solving • Use of varied resources to support learner needs			
Standard 5: Learning Environment	• Fair and equitable treatment of all students • Creation of a safe learning environment • Use of strategies to motivate students to work productively and assume responsibility for learning • Creation of learning situations for independent and collaborative work • Maintenance of an environment that is conducive to learning for all students			
Standard 6: Collaboration & Communication	• Clear and effective communication • Shared responsibility with parents/caregivers to support student learning • Collaboration with other teachers, administrators, school and district staff • Collaboration with local community agencies			
Standard 7: Professional Responsibility and Growth	• Understanding of and adherence to professional ethics, policies and legal codes • Engagement in continuous, purposeful professional development • Desire to serve as an agent of change, seeking positive impact on teaching quality and student achievement			

- Teacher Self-Assessment

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.

http://education.ohio.gov/getattachment/Topics/Teaching/Educator-Equity/Ohio-s-Educator-Standards/TeachingProfessionStandards.pdf.aspx?lang=en-US

Professional Growth Plan

- Professional Growth Plan

#EachChildOurFuture

Professional Growth Plan

The Professional Growth Plan helps the teacher identify areas of professional development that will enable the teacher to enhance practice. The teacher is accountable for implementing and completing the plan. The plan must align to any district and/or building improvement plan(s). The Professional Growth Plan is developed annually. It is to be reviewed regularly and updated as necessary based on collaborative conversations between the evaluator and the teacher.

The Professional Growth Plan should reflect the evidence available and focus on the most recent evaluation and observations. The Professional Growth Plan should be individualized to the needs of the teacher. The school or district should provide for professional development opportunities and support the teacher by providing resources (e.g., time, financial). The Professional Growth Plan must be clear and comprehensive. It is aligned to the most recent evaluation results and proposes a sequence of appropriate activities leading to progress toward the goals.

Teacher Name: Evaluator Name: ☐ Self-Directed (Accomplished) ☐ Jointly Developed (Skilled) ☐ Evaluator Guided (Developing)

Choose the **Domain(s)** aligned to the goal(s).			
☐ Focus for Learning ☐ Knowledge of Students ☐ Lesson Delivery		☐ Classroom Environment ☐ Assessment of Student Learning ☐ Professional Responsibilities	
Goal Statement(s) Demonstrating Performance on ***Ohio Standards for the Teaching Profession***	Action Steps & Resources to Achieve Goal(s)	Qualitative or Quantitative Measurable Indicators: Evidence Indicating Progress on the Goal(s)	Dates Discussed
Describe the alignment to district and/or building improvement plan(s):			
Comments:			

Teacher's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

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

Ohio Department of Education

Improvement Plan

#EachChildOurFuture

Improvement Plan

Teacher Name: _____ Grade Level/ Subject: _____

School year: _____ Building: _____ Date of Improvement Plan Conference: _____

A written Improvement Plan is to be developed when an educator has a Final Holistic Rating of **Ineffective**. However, districts have discretion to place any teacher on an Improvement Plan at any time based on deficiencies in any individual component of the evaluation system. The notice requirements for being placed on an Improvement Plan, the components of the plan and the implementation process for the plan may be subject to the terms of a collective bargaining agreement.

The purpose of the Improvement Plan is to identify specific deficiencies in performance and foster growth through professional development and targeted support. If the teacher does not take corrective actions in the timeline specified in the Improvement Plan, the evaluator may recommend the teacher be dismissed or continue working under the plan.

Section 1: Improvement Statement—List specific area(s) for improvement related to the ***Ohio Standards for the Teaching Profession***. Attach documentation.

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

Section 2: Desired Level of Performance—List specific goal(s) to improve performance. Indicate what will be measured for each goal.

List Goal Statement(s) Indicating Performance on ***Ohio Standards for the Teaching Profession***	Beginning Date	Ending Date	Level of Performance: Specifically Describe Successful Improvement Target(s)

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Section 3: Specific Plan of Action—Describe in detail specific actions the teacher must take to improve performance. Indicate the sources of evidence the evaluator will use to document the completion of the Improvement Plan.

Actions to be Taken	Qualitative or Quantitative Measurable Indicators: Evidence Indicating Progress on the Goal(s)

Section 4: Assistance and Professional Development—Describe in detail specific supports that will be provided as well as opportunities for professional development.

Section 5: Alignment to District and/or Building Improvement Plan(s)— Describe the alignment to district and/or building improvement plan(s).

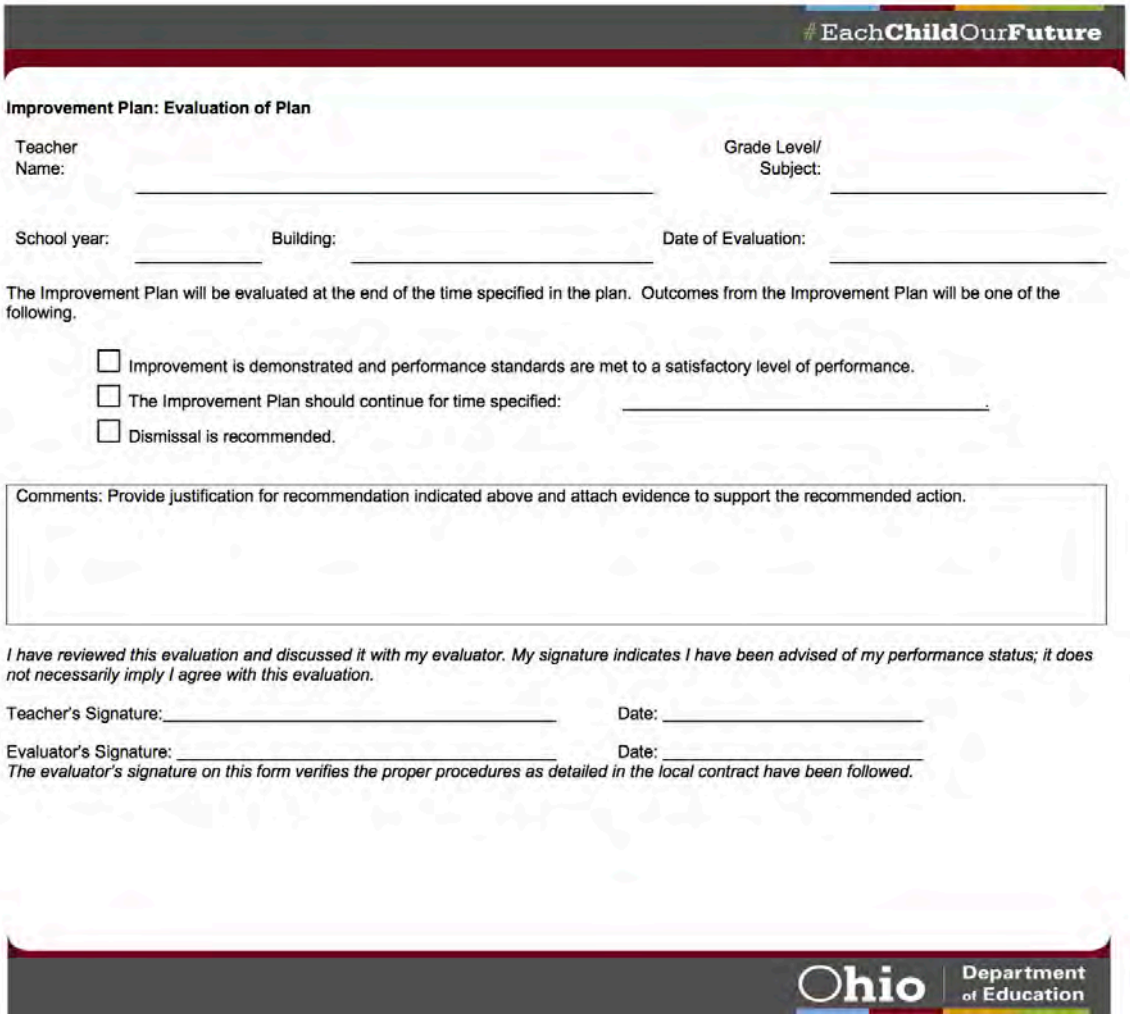
Comments:

Date for Improvement Plan to be evaluated: _____

Teacher's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

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



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Improvement Plan: Evaluation of Plan

Teacher Name: _____ Grade Level/ Subject: _____

School year: _____ Building: _____ Date of Evaluation: _____

The Improvement Plan will be evaluated at the end of the time specified in the plan. Outcomes from the Improvement Plan will be one of the following.

- ☐ Improvement is demonstrated and performance standards are met to a satisfactory level of performance.
- ☐ The Improvement Plan should continue for time specified: _____.
- ☐ Dismissal is recommended.

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

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

Teacher's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

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

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- Improvement Plan

A Review of the Teacher Performance Evaluation Rubric

The ***Teacher Performance Evaluation Rubric*** describes teacher performance in three organizational areas

- Instructional Planning;
- Instruction and Assessment; and
- Professionalism It also looks at teacher performance through six domains of teacher practice:
- Focus for Learning;
- Knowledge of Students;
- Lesson Delivery;
- Classroom Environment;
- Assessment of Student Learning; and
- Professional Responsibilities These organizational areas and domains align with the ***Ohio Standards for the Teaching Profession***. The rubric helps evaluators do comprehensive reviews of teacher practices and interactions in and outside the classroom. The rubric also helps evaluators consider patterns of evidence and performance trends throughout the school year. The rubric contains detailed descriptions of practice at four performance levels — **Ineffective, Developing, Skilled,** and **Accomplished** — and offers guidance on likely sources of evidence related to performance in each domain.

OTES 2.0 Rubric

Ohio Teacher Evaluation System | **Assessment of Teacher Performance**

Teacher Performance Evaluation Rubric

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

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
FOCUS FOR LEARNING (Standard 1: Students, Standard 2: Content, Standard 3: Assessment, Standard 4: Instruction) *Possible Sources of Evidence: pre-conference, artifacts, portfolios, analysis of student data, lesson plans, student surveys, common assessments*	**Use of High-Quality Student Data** Element 1.1 Element 1.2 Element 1.3 Element 3.3	The teacher does not use high-quality student data to develop measurable and developmentally appropriate student growth goal(s).	The teacher uses one source of high-quality student data and attempts to analyze patterns to develop measurable and developmentally appropriate student growth goal(s). The analysis may be incomplete or inaccurate.	The teacher thoroughly and correctly analyzes patterns in at least two sources of high-quality student data to develop measurable and developmentally appropriate student growth goal(s) and monitors student progress toward goal(s).	The teacher thoroughly and correctly analyzes trends and patterns in at least two sources of high-quality student data to develop measurable and developmentally appropriate student growth goal(s) and monitors student progress toward goal(s). The teacher plans for the facilitation of developmentally appropriate student data collection and strategies to assist in student goal setting and progress monitoring.
	Connections to prior and future learning Element 1.2 Element 2.1 Element 2.2 Element 2.4 Element 2.5	The teacher plans lessons that demonstrate no connections to student prior learning or future learning.	The teacher plans lessons that attempt to make connections with student prior learning or future learning. These connections are not clear.	The teacher plans lessons that intentionally make clear and coherent connections with student prior learning and future learning and includes strategies that communicate the connections to students.	The teacher plans lessons that intentionally make clear and coherent connections with student prior and future learning and includes strategies that communicate the connections to students - among lesson content, other disciplines and/or real-world experiences. The teacher plans lessons that use the input and

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
					contributions of families, colleagues and/or other professionals to understand each student's prior knowledge while supporting the student's development.
	Connections to state standards and district priorities Element 2.3 Element 4.1 Element 4.7	The teacher's instructional plan does not reference Ohio's Learning Standards.	The teacher's instructional plan references Ohio's Learning Standards, but goals and activities do not align with student needs, school and district priorities or the standards.	The teacher's instructional plan incorporates activities, assessments and resources, including available technology, that align with student needs, school and district priorities, and Ohio's Learning Standards.	The teacher's instructional plan incorporates activities, assessments and resources, including available technology, that align with student needs, school and district priorities, and Ohio's Learning Standards. The teacher participates in studying and evaluating advances in content and/or provides input on school and district curriculum.
KNOWLEDGE OF STUDENTS (Standard 1: Students, Standard 4: Instruction, Standard 6: Collaboration and Communication) *Possible Sources of Evidence: analysis of student data, pre-conference, artifacts, student surveys*	**Planning instruction for the whole child** Element 1.2 Element 1.4 Element 1.5 Element 4.2 Element 4.4 Element 6.4	The teacher's instructional plan makes no connections to and the teacher is not familiar with student experiences, culture, developmental characteristics or backgrounds.	The teacher's instructional plan makes minimal connections to student experiences, culture, developmental characteristics or student backgrounds.	The teacher's instructional plan reflects connections to student experiences, culture and developmental characteristics. These may include prior learning, abilities, strengths, needs, talents, backgrounds, skills, language proficiency and interests.	The teacher's instructional plan reflects consistent connections to student experiences, culture and developmental characteristics. These may include prior learning, abilities, strengths, needs, individual talents, backgrounds, skills, language proficiency and interests. The instructional plan draws upon input from school professionals and outside resources.

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
LESSON DELIVERY (Standard 2: Content, Standard 3: Assessment, Standard 4: Instruction, Standard 5: Learning Environment, Standard 6: Collaboration and Communication) *Possible Sources of Evidence: pre-conference, post-conference, formal observation, classroom walk-throughs/informal observations, peer review*	**Communi-cation with students** Element 2.2 Element 4.3 Element 4.6 Element 6.1	The teacher does not communicate learning goals and expectations for mastery and does not model exemplary performance to students. Students cannot discern learning goals. Differentiated learning goals are not used.	The teacher inconsistently communicates learning goals, expectations for mastery and models of exemplary performance to students. There is limited use of differentiated learning goals.	The teacher is consistent and effective in communicating appropriate, needs-based, differentiated learning goals, expectations for mastery and models of exemplary performance to students.	The teacher is consistent and effective in communicating differentiated learning goals (such as needs based, interest based, strength based), expectations for mastery and models of exemplary performance to students through multiple communication techniques.
		The teacher does not demonstrate content knowledge by using content-specific, developmentally appropriate language or content-specific strategies. There is no student engagement.	The teacher demonstrates some content knowledge by using limited content-specific, developmentally appropriate language and limited content-specific strategies. Students demonstrate little engagement in the lesson.	The teacher consistently demonstrates content knowledge by using content-specific, developmentally appropriate language and content-specific strategies to engage students. The teacher's communication strategies and questioning techniques check for understanding and encourage higher-level thinking.	The teacher consistently demonstrates content knowledge by using content-specific, developmentally appropriate language and content-specific strategies to engage students. The teacher's communication strategies and questioning techniques engage students in higher-level and creative thinking and stimulate student-to-student interactions.
		The teacher does not give students feedback.	Feedback to students is general, occasional or limited and may not always support student learning.	The teacher gives students substantive, specific and timely feedback to support their learning.	The teacher gives students substantive, specific and timely feedback to support individual student learning. The teacher gives students opportunities to engage in self-assessment, provide feedback to each other and reflect on their own strengths and challenges.

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
LESSON DELIVERY *(continued)*	**Monitoring student understanding** Element 3.2 Element 3.3	The teacher fails to monitor and address student confusion and misconceptions.	The teacher inconsistently monitors or incorrectly addresses student confusion and misconceptions.	The teacher consistently monitors and addresses common student confusion and misconceptions by presenting information in multiple formats and clarifying content as he or she sees challenges.	The teacher consistently monitors, addresses, articulates and anticipates individual student confusion or misconceptions by presenting information in multiple formats and clarifying content as he or she sees challenges.
	Student-centered learning Element 3.5 Element 4.5 Element 4.6 Element 5.3 Element 5.4	Learning is entirely teacher directed. Students are not participating in learning activities.	Learning is primarily teacher directed. Students participate in whole class learning activities.	Learning is a balance between teacher-directed instruction and student-directed interaction as students apply their knowledge and skills as developmentally appropriate. The teacher effectively combines collaborative and whole class learning opportunities to maximize student learning.	Learning is primarily self-directed with the teacher in the role of facilitator encouraging students to apply their knowledge and skills as developmentally appropriate. The teacher encourages students to persist in the learning tasks. The teacher effectively combines independent, collaborative and whole class learning opportunities to maximize student learning.
		There are no opportunities for student choice about what will be learned and how learning will be demonstrated. There is no evidence of differentiated instructional strategies or resources.	There are few opportunities for student choice about what will be learned and how learning will be demonstrated. The teacher uses limited differentiated instructional strategies or resources.	Teacher gives opportunities for student choice about student learning paths or ways to demonstrate their learning. Teacher uses differentiated instructional strategies and resources for groups of students.	Teacher routinely promotes opportunities for students to actively take part in developing goals toward mastery, and students are responsible for deciding how to demonstrate their learning. Instructional strategies, pacing and resources are differentiated to make the lesson accessible and challenging for all students, while supporting the various learning needs of individual students.

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAINS	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
CLASSROOM ENVIRONMENT (Standard 1: Students, Standard 5: Learning Environment) *Possible Sources of Evidence: pre-conference, post-conference, formal observation, classroom walk-throughs/informal observations, peer review, student surveys*	**Classroom routines and procedures** Element 5.5	The teacher has not established routines and procedures. Effective transitions are not evident, resulting in a significant loss of instructional time and frequent off-task behavior.	The teacher establishes routines and procedures but uses them inconsistently. Transitions are sometimes ineffective, resulting in a loss of instructional time. Off-task behavior is sometimes evident. The teacher makes decisions about classroom operations.	The teacher consistently uses routines, procedures and transitions that effectively maximize instructional time. On-task behavior is evident. Students assume appropriate levels of responsibility for effective operation of the classroom.	The teacher and students have collaboratively established consistent use of routines, procedures and transitions that are effective in maximizing instructional time. On-task behavior is evident and ensured by students. Students initiate responsibility for effective operation of the classroom.
	Classroom climate and cultural competency Element 1.4 Element 5.1 Element 5.2	There is no evidence of rapport or expectations for respectful, supportive and caring interactions with and among students and the teacher. There is no demonstration of regard for student perspectives, experiences and culture. The teacher does not address needs related to student sense of well-being.	There is some evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher. There is inconsistent demonstration of regard for student perspectives, experiences and culture. The teacher is aware of needs related to student sense of well-being but does not address them effectively.	There is consistent evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher. There is demonstration of regard for student perspectives, experiences and culture. The teacher models expectations and behaviors that create a positive climate of openness, respect and care. The teacher anticipates and effectively addresses needs related to student sense of well-being.	The teacher intentionally creates a classroom environment that shows consistent evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher. There is demonstration of regard for student perspectives, experiences and culture. The teacher models expectations and behaviors that create a positive climate of openness, respect and care. The teacher anticipates and effectively addresses needs related to student sense of well-being. The teacher seeks and is receptive to the thoughts and opinions of individual students and the class. When appropriate, the teacher includes other school professionals and/or community resources to ensure all students are recognized and valued.

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAINS	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
ASSESSMENT OF STUDENT LEARNING (Standard 1: Students, Standard 3: Assessment) *Possible Sources of Evidence: pre-conference, formal observation, classroom walk-throughs/informal observations, assessments, student portfolios, post-conference*	**Use of assessments** Element 3.1 Element 3.2 Element 3.3 Element 3.4	The teacher does not use varied assessments. The teacher fails to analyze data and makes little or no attempt to modify instruction to meet student needs. The teacher does not share evidence of student learning with students.	The teacher makes limited use of varied assessments. The teacher attempts to analyze data and modify instruction, though the modifications do not meet student needs. The teacher shares evidence of student learning with students.	The teacher selects, develops and uses multiple assessments, including routine use of various diagnostic, formative and summative assessments. The teacher analyzes patterns to measure targeted student learning, anticipate learning obstacles, modify instruction and differentiate to meet the needs of groups of students. The teacher shares evidence of student learning with parents and students to plan instruction to meet student needs.	The teacher intentionally and strategically selects, develops and uses multiple assessments, including routine use of various diagnostic, formative and summative assessments. The teacher offers differentiated assessment choices to meet the full range of student needs. The teacher analyzes data trends and patterns to measure targeted student learning, anticipate learning obstacles, modify instruction and differentiate to meet individual student needs. The teacher shares evidence of student learning with colleagues, parents and students to collaboratively plan instruction to meet individual student needs.
	Evidence of student learning Element 1.3	The teacher's assessment data demonstrates no evidence of growth and/or achievement over time for most students.	The teacher uses one source of high-quality student data to demonstrate clear evidence of appropriate growth and/or achievement over time for some students.	The teacher uses at least two sources of high-quality student data to demonstrate growth and/or achievement over time, showing clear evidence of expected growth and/or achievement for most students.	The teacher uses at least two sources of high-quality student data to demonstrate growth and/or achievement over time, showing clear evidence of above expected growth and/or achievement for most students.

ORGANIZATIONAL AREA: PROFESSIONALISM					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
PROFESSIONAL RESPONSIBILITIES (Standard 6: Collaboration and Communication, Standard 7: Professional Responsibility and Growth) *Possible Sources of Evidence: Professional Growth Plan or Improvement Plan, pre-conference, post-conference, artifacts, self-assessment, peer review*	**Communication and collaboration with families** Element 6.1 Element 6.2	The teacher does not communicate with students and families.	The teacher inconsistently or unsuccessfully uses communication and engagement strategies with students and families. These do not contribute adequately to student learning, well-being and development.	The teacher uses effective and appropriate communication and engagement strategies with students and families, resulting in partnerships that contribute to student learning, well-being and development.	The teacher uses multiple effective and appropriate communication and engagement strategies with individual students and families. These ongoing strategies promote two-way communication, active participation and partnerships that contribute to each student's learning, well-being and development.
	Communication and collaboration with colleagues Element 6.3	The teacher does not communicate and/or collaborate with colleagues.	The teacher inconsistently or unsuccessfully communicates and/or collaborates with colleagues, resulting in limited improvement of professional practice.	The teacher effectively communicates and collaborates with colleagues to examine instructional practice and analyze patterns in student work and student data to identify and implement targeted strategies for improving professional practice.	The teacher initiates effective communication and collaboration with colleagues outside the classroom, resulting in improvements in student learning, individual practice, school practice and/or the teaching profession.
	District policies and professional responsibilities Element 7.1	The teacher demonstrates a lack of understanding and regard for district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	The teacher demonstrates minimal understanding of district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	The teacher demonstrates understanding by following district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	The teacher demonstrates understanding by following district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators. The teacher exemplifies effective leadership characteristics beyond the classroom. The teacher helps shape policy at the school, district or state level.

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ORGANIZATIONAL AREA: PROFESSIONALISM					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
	Professional learning Element 7.2 Element 7.3	The teacher sets short-term and long-term professional goals but fails to monitor progress or take action to meet the goals.	The teacher sets and monitors short-term and long-term professional goals but fails to take appropriate action to meet the goals.	The teacher sets short-term and long-term professional goals and monitors progress in meeting them based on self-reflection and data analysis. The teacher takes appropriate action to meet the goals.	The teacher consistently pursues best practices and sets, monitors and reflects on progress toward meeting short-term and long-term professional goals based on data analysis to improve student learning. The teacher takes appropriate action to meet the goals. The teacher collaborates with colleagues and others to share best practices.

- Ohio Teacher Performance Evaluation Rubric OTES 2.0

Walkthrough/Informal Observation Form

Walkthroughs/Informal Observations
Ohio Teacher Evaluation System 2.0

Walkthrough: General Form

Teacher Name: **Grade(s)/Subject Area(s):** **Date:**

Evaluator Name: **Time Walkthrough Begins:** **Time Walkthrough Ends:**

Directions: This form serves as a record of a walkthrough by the teacher's evaluator. The evaluator will likely not observe all the teaching elements listed below in any one informal observation, nor is this an exhaustive list of evidence that may be observed. This record, along with records of additional informal observations, will be used to inform the holistic evaluation of the teacher.

EVALUATOR OBSERVATIONS	
☐ Teacher is consistent and effective in communicating appropriate, needs-based, differentiated learning goals	☐ Communication strategies and questioning techniques check for understanding and encourage higher-level thinking
☐ Instructional time is used effectively	☐ Information is presented in multiple formats
☐ Teacher combines collaborative and whole class learning opportunities	☐ Routines, procedures and transitions are consistent, effective and maximize instructional time
☐ Rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher are evident	☐ Feedback is substantive, specific, timely and supports student learning
☐ Lesson makes clear and coherent connections with student prior learning and future learning	☐ Teacher selects, develops and uses multiple assessments
☐ Teacher demonstrates content knowledge and uses content-specific language and strategies to engage students	☐ Teacher uses differentiated instructional strategies and resources for groups of students
☐ Other:	☐ Other:

Identified Focus Area(s) and Aligned Evidence, if Applicable:

Evaluator Summary Comments:

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Evaluator Signature: _____ ☐ Photocopy to Teacher

Walkthroughs/Informal Observations
Ohio Teacher Evaluation System 2.0

Walkthrough: Open-Ended Form

Teacher Name: Grade(s)/Subject Area(s): Date:

Evaluator Name: Time Walkthrough Begins: Time Walkthrough Ends:

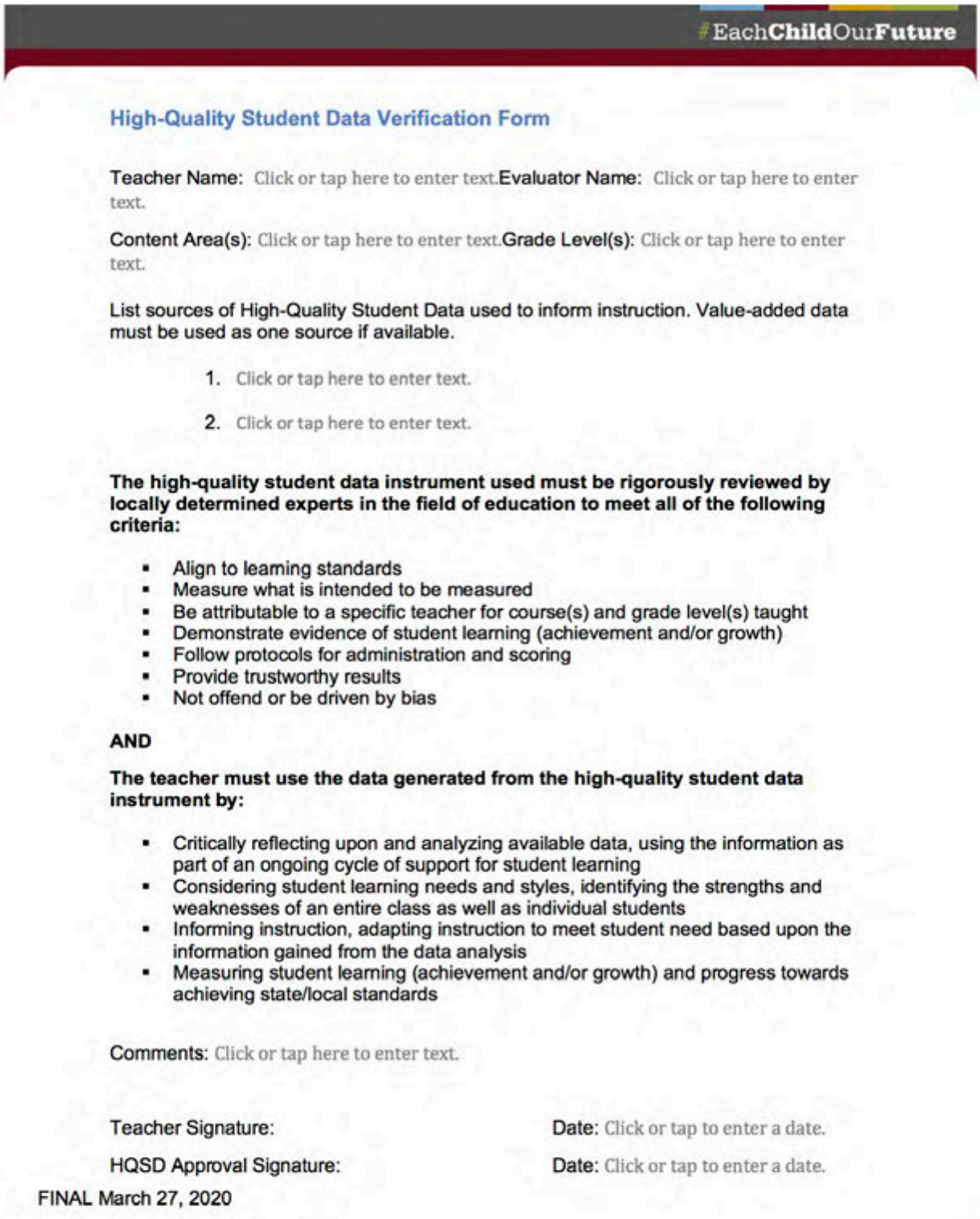
OBSERVATIONS

Evaluator Summary Comments:

Evaluator Signature: _____ ☐ Photocopy to Teacher

- Walkthrough/Informal Observation Forms

HQSD Verification Form



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High-Quality Student Data Verification Form

Teacher Name: Click or tap here to enter text. Evaluator Name: Click or tap here to enter text.

Content Area(s): Click or tap here to enter text. Grade Level(s): Click or tap here to enter text.

List sources of High-Quality Student Data used to inform instruction. Value-added data must be used as one source if available.

1. Click or tap here to enter text.
2. Click or tap here to enter text.

The high-quality student data instrument used must be rigorously reviewed by locally determined experts in the field of education to meet all of the following criteria:

- Align to learning standards
- Measure what is intended to be measured
- Be attributable to a specific teacher for course(s) and grade level(s) taught
- Demonstrate evidence of student learning (achievement and/or growth)
- Follow protocols for administration and scoring
- Provide trustworthy results
- Not offend or be driven by bias

AND

The teacher must use the data generated from the high-quality student data instrument by:

- Critically reflecting upon and analyzing available data, using the information as part of an ongoing cycle of support for student learning
- Considering student learning needs and styles, identifying the strengths and weaknesses of an entire class as well as individual students
- Informing instruction, adapting instruction to meet student need based upon the information gained from the data analysis
- Measuring student learning (achievement and/or growth) and progress towards achieving state/local standards

Comments: Click or tap here to enter text.

Teacher Signature: Date: Click or tap to enter a date.

HQSD Approval Signature: Date: Click or tap to enter a date.

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- High-Quality Student Data Verification Form

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

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 _____(new system)

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.

B

OCSES RESOURCES

Ohio Standards for School Counselors

standard 1: Comprehensive School Counseling Program Plan	School counselors collaboratively envision a plan for a comprehensive school counseling program that is developmental, preventative and responsive, and in alignment with the school's goals and mission.
standard 2: Direct Services for Academic, Career and Social/Emotional Development	School counselors develop a curriculum, offer individual student planning and deliver responsive services in order to assist students in developing and applying knowledge, skills and mindsets for academic, career and social/emotional development.
standard 3: Indirect Services: Partnerships and Referrals	School counselors collaborate and consult with school personnel, parents/guardians, community partners and agencies/organizations to coordinate support for all students.
standard 4: Evaluation and Data	School counselors collaboratively engage in a cycle of continuous improvement using data to identify needs, plan and implement programs, evaluate impact and adjust accordingly.
standard 5: Leadership and Advocacy	School counselors lead school efforts and advocate for policies and practices that support an equitable, safe, inclusive and positive learning environment for all students.
standard 6: Professional Responsibility, Knowledge and Growth	School counselors adhere to the ethical standards of the profession, engage in ongoing professional learning and refine their work through reflection.

OCSES Rubric

Ohio School Counselor Evaluation System | **Assessment of School Counselor Performance**

School Counselor Evaluation Rubric

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

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

Standard Two: Direct Services for Academic, Career and Social/Emotional Development – School counselors develop a curriculum, offer individual student planning and deliver responsive services to assist students in developing and applying knowledge, skills and mindsets for academic, career and social/emotional development.				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
	The school counselor lacks knowledge of academic program and/or does not deliver counseling, activities, and/or experiences that support students' academic progress and goals.	The school counselor uses knowledge of the academic program to plan and deliver counseling, activities and/or experiences that support students' academic progress and goals.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences to support students' academic progress and goals and makes adjustments as needed.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences in collaboration with stakeholders to support students' academic progress and goals and makes adjustments as needed.
	The school counselor does not deliver developmentally appropriate counseling, activities, and/or experiences that build students' awareness of Ohio-specific college, career and education options and resources.	The school counselor inconsistently or ineffectively provides developmentally appropriate counseling, activities and/or experiences that build students' awareness of Ohio-specific college, career and education options and resources.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences to support students' awareness of Ohio-specific college, career and education options and resources and makes adjustments as needed.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences to enhance students' and parents/guardians' awareness of Ohio-specific college, career and education options and resources and makes adjustments as needed.
	The school counselor does not deliver counseling, activities and/or experiences that promote student well-being.	The school counselor attempts to deliver counseling, activities and/or experiences that promote student well-being with limited success.	The school counselor consistently delivers counseling, activities, and/or experiences that promote students' social/emotional development and well-being.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences in collaboration with stakeholders to promote students' social-emotional development and well-being and makes adjustments as needed.
Evidence				

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

Standard Four: Evaluation and Data – School counselors collaboratively engage in a cycle of continuous improvement using data to identify needs, plan and implement programs, evaluate impact and adjust accordingly.				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
	The school counselor does not monitor student performance and progress.	The school counselor does limited monitoring of individual and group student performance and progress data to identify gaps and develops some appropriate interventions to enhance or improve student success.	The school counselor monitors individual and group student performance and progress data to identify gaps and develops appropriate interventions to enhance or improve student success.	The school counselor monitors individual and group student performance and progress data to identify gaps and develops appropriate interventions to enhance or improve student success, and fosters student self-monitoring.
	The school counselor does not monitor effectiveness of the program.	The school counselor uses some data with minimal effectiveness to conduct program monitoring, assesses implementation and effectiveness, and makes adjustments for program improvement accordingly.	The school counselor effectively uses data to conduct program monitoring, assesses implementation and effectiveness, and makes adjustments for program improvement accordingly.	The school counselor uses comprehensive data to conduct regular program monitoring, assesses implementation and effectiveness, and collaborates with stakeholders to make adjustments for program improvement accordingly.
Evidence				

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

Evidence				

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

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

- OSCES Rubric

OSCES Self-Assessment Tool

Ohio School Counselor Evaluation System

Self-Assessment

Self-Assessment Summary Tool

The *Ohio Standards for School Counselors* define expectations for Ohio's school counselors based on what is known about the skills and practices of effective school counselors. The standards can be used as a guide for school counselors as they self-assess their professional effectiveness to identify their strengths and areas for additional professional growth.

One way for school counselors to self-assess is to respond to focused, guiding questions related to effective practices. This self-assessment tool offers both essential questions and statements for response.

The school counselor should consider each of the statements below and choose the response that most accurately represents performance.

Standard One Essential Question(s): Have I engaged in collaborative planning within my school for a comprehensive school counseling program plan?

I possess the knowledge and skills to design a comprehensive and proactive school counseling program.	0 N/A	1 Not at all	2 Partially	3 Somewhat	4 Almost Fully	5 Completely
I collaborate to design the school counseling program.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
I take leadership in identifying resources for the school counseling program.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
The school counseling program aligns with the school's goals and mission.	0 N/A	1 Not at all	2 Partially	3 Somewhat	4 Almost Fully	5 Completely

Standard Two Essential Question(s): Do I effectively provide direct services to meet the academic, college/career and social/emotional development needs of my students?

Curriculum Development: I possess the knowledge and skills to develop an effective school counseling core curriculum.	0 N/A	1 Not at all	2 Partially	3 Somewhat	4 Almost Fully	5 Completely
Individual Student Planning: I work directly with students to support their academic progress and goals.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
Individual Student Planning: I work directly with students to develop their college and career-related knowledge, skills and pathways.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
Individual Student Planning: I work directly with students to support their social/emotional development, skills and mindsets.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
Responsive Services: I develop appropriate interventions for students as needed.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always

Standard Three Essential Question(s): Do I effectively make connections, build partnerships, consult and seek solutions, and provide referrals to meet my students' academic, career/college and social/emotional development needs?

I partner with school personnel and parents/guardians to achieve common goals for student success.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
I coordinate school and community resources and provide referrals as needed to support students and promote their success.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always

Standard Four Essential Question(s): Do I use data to plan, implement and continually improve my practice?

I monitor student performance and progress.	0 N/A	1 Not at all	2 Partially	3 Somewhat	4 Almost Fully	5 Completely
I monitor the effectiveness of the school counseling program.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
I use data to recommend changes and adjustments to the comprehensive school counseling program, specific practices and/or school policies and procedures to foster student success.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always

Standard Five Essential Question(s): Do I effectively advocate on behalf of students and the role of the school counseling program in creating a positive environment and meeting the needs of the whole child?

I serve as a leader.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
I foster a school environment that is inclusive of, responsive to, and safe for its diverse members.	0 N/A	1 Not at all	2 Partially	3 Somewhat	4 Almost Fully	5 Completely
I advocate on behalf of students.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
I advocate for my profession and the role that school counselors play in fostering student success and well-being.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always

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Standard Six Essential Question(s): Do I demonstrate professionalism, model ethics and seek continuous professional learning?

I seek ongoing, relevant and high-quality professional learning and growth.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
I adhere to ethical standards and legal and professional codes.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
I demonstrate professionalism in my field	0 N/A	1 Not at all	2 Partially	3 Somewhat	4 Almost Fully	5 Completely

- OSCES Self Assessment Summary Tool

OSCES Professional Growth Plan

Ohio School Counselor Evaluation System | **Professional Growth Plan**

Professional Growth Plan

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

School Counselor Name: Evaluator Name: ☐ Self-Directed ☐ Collaborative

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

Goal Two				
	*Choose the domain(s) aligned to the **Metric of Student Outcomes** goal.*			
	☐ Academic ☐ College/Career ☐ Social/Emotional			
	Goal Statement Demonstrating Ability to Produce Positive Student Outcomes	Action Steps & Resources to Achieve Goal	Evidence Indicators	Dates Discussed

Comments:

School Counselor: _____ Evaluator: _____ Date: _____

- OSCES Professional Growth Plan

OSCES Improvement Plan

Ohio School Counselor Evaluation System | **Improvement Plan**

Improvement Plan

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

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

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

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

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

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

Ohio School Counselor Evaluation System | **Improvement Plan**

Improvement Plan (continued)

Section 3: Specific Plan of Action

Describe in detail specific plans of action that the school counselor must take to improve his or her performance. Indicate the sources of evidence that the evaluator will use to document completion of the improvement plan.	
Actions to be Taken	Sources of Evidence that Will Be Examined

Section 4: Assistance and Professional Development

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

Date for this Improvement Plan to Be Evaluated:

School Counselor's Signature: _____ Date:

Evaluator's Signature: _____ Date:

Ohio School Counselor Evaluation System | **Improvement Plan**

Improvement Plan: Evaluation of Plan

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

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

☐ Improvement demonstrated and professional standards met a satisfactory level of performance.
☐ Continue with the Improvement Plan for a specified amount of time. Date:
☐ Recommend dismissal.

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

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

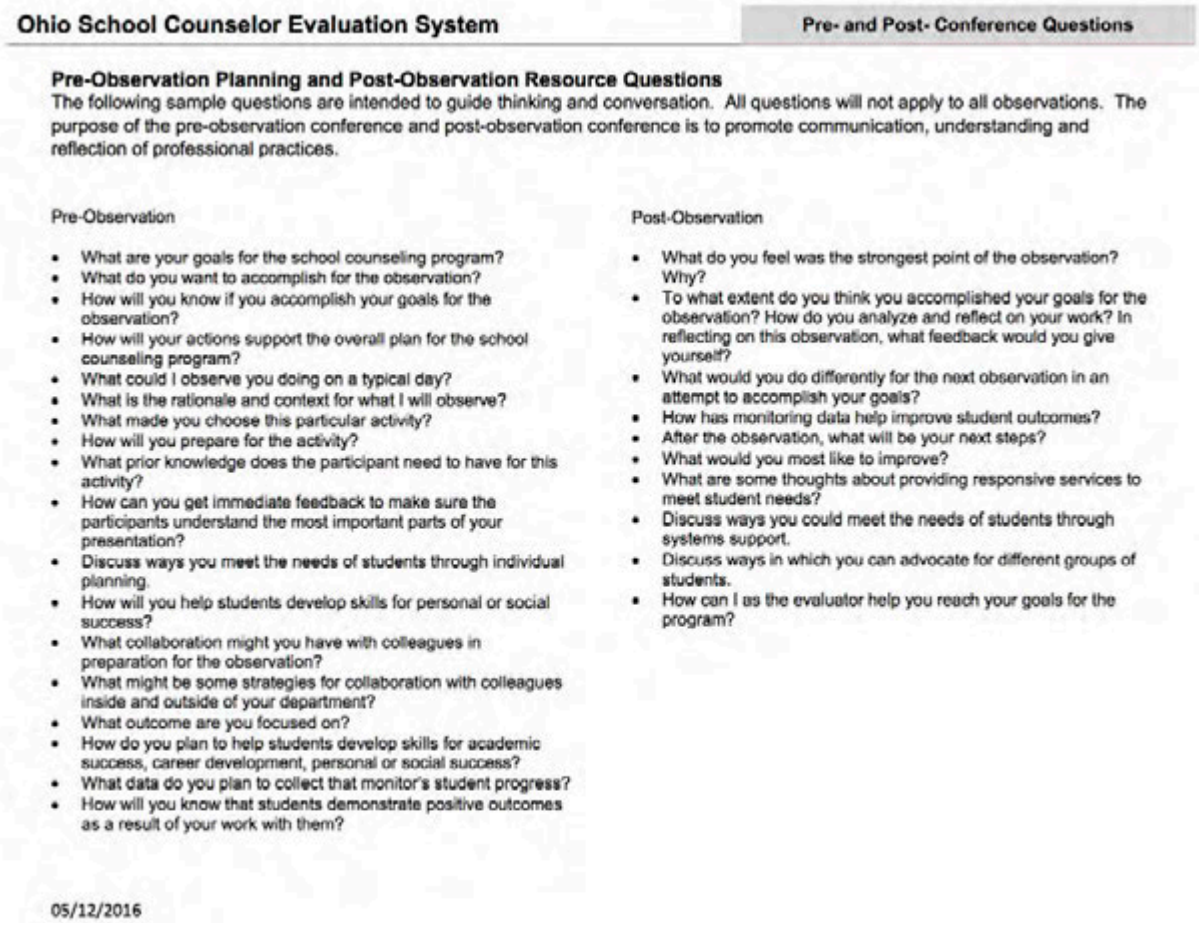
School Counselor's Signature:_____ Date: _____

Evaluator's Signature: _____ Date: _____

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

- OSCES Improvement Plan

OSCES Pre and Post Observation Planning



Ohio School Counselor Evaluation System | **Pre- and Post- Conference Questions**

Pre-Observation Planning and Post-Observation Resource Questions

The following sample questions are intended to guide thinking and conversation. All questions will not apply to all observations. The purpose of the pre-observation conference and post-observation conference is to promote communication, understanding and reflection of professional practices.

Pre-Observation

- What are your goals for the school counseling program?
- What do you want to accomplish for the observation?
- How will you know if you accomplish your goals for the observation?
- How will your actions support the overall plan for the school counseling program?
- What could I observe you doing on a typical day?
- What is the rationale and context for what I will observe?
- What made you choose this particular activity?
- How will you prepare for the activity?
- What prior knowledge does the participant need to have for this activity?
- How can you get immediate feedback to make sure the participants understand the most important parts of your presentation?
- Discuss ways you meet the needs of students through individual planning.
- How will you help students develop skills for personal or social success?
- What collaboration might you have with colleagues in preparation for the observation?
- What might be some strategies for collaboration with colleagues inside and outside of your department?
- What outcome are you focused on?
- How do you plan to help students develop skills for academic success, career development, personal or social success?
- What data do you plan to collect that monitor's student progress?
- How will you know that students demonstrate positive outcomes as a result of your work with them?

Post-Observation

- What do you feel was the strongest point of the observation? Why?
- To what extent do you think you accomplished your goals for the observation? How do you analyze and reflect on your work? In reflecting on this observation, what feedback would you give yourself?
- What would you do differently for the next observation in an attempt to accomplish your goals?
- How has monitoring data help improve student outcomes?
- After the observation, what will be your next steps?
- What would you most like to improve?
- What are some thoughts about providing responsive services to meet student needs?
- Discuss ways you could meet the needs of students through systems support.
- Discuss ways in which you can advocate for different groups of students.
- How can I as the evaluator help you reach your goals for the program?

05/12/2016

- OSCES Pre and Post Observation Resource Questions

OSCES Informal Observation Form

Ohio School Counselor Evaluation System | **Informal Observations**

Informal Observation: Open-Ended Form

School Counselor Name: **Activity Observed:** **Date:**

Evaluator Name: **Time Informal Observation Begins:** **Time Informal Observation Ends:**

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

TIMES	OBSERVATIONS

Evaluator Summary Comments:

Evaluator Signature ☐ **Photocopy to School Counselor**

05/12/2016

- OSCES Informal Observation

OSCES Post Conference Planning Form

Ohio School Counselor Evaluation System | **Planning for the Post-Observation Conference**

Post Conference Planning

The goal for the conference leader is to cognitively coach the school counselor through the use of reflective questions. Record three reflective questions you would ask the school counselor that align with the area of reinforcement.

1.
2.
3.

Record three reflective questions you would ask the school counselor that align with the area of refinement.

1.
2.
3.

Four Key Elements of the Post-Conference

1. Introduction/Greeting/Establish Length:
    - Review conference process
    - General impression question: “How do you think the activity went?”
2. Reinforcing the School Counselor:
    - Identify an area of reinforcement (ONLY one area)
    - Ask self-analysis question
    - Provide evidence from notes
3. Refining the School Counselor’s Skill:
    - Identify an area of refinement (ONLY one area)
    - Ask self-analysis question
    - Provide evidence from notes
    - Give a recommendation for future practice

Present evidence and rating connected to the rubric

05/12/2016

- OSCES Post Conference Planning

OSCES Final Summative Rating Form

Ohio School Counselor Evaluation System | **Final Summative Rating**

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

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

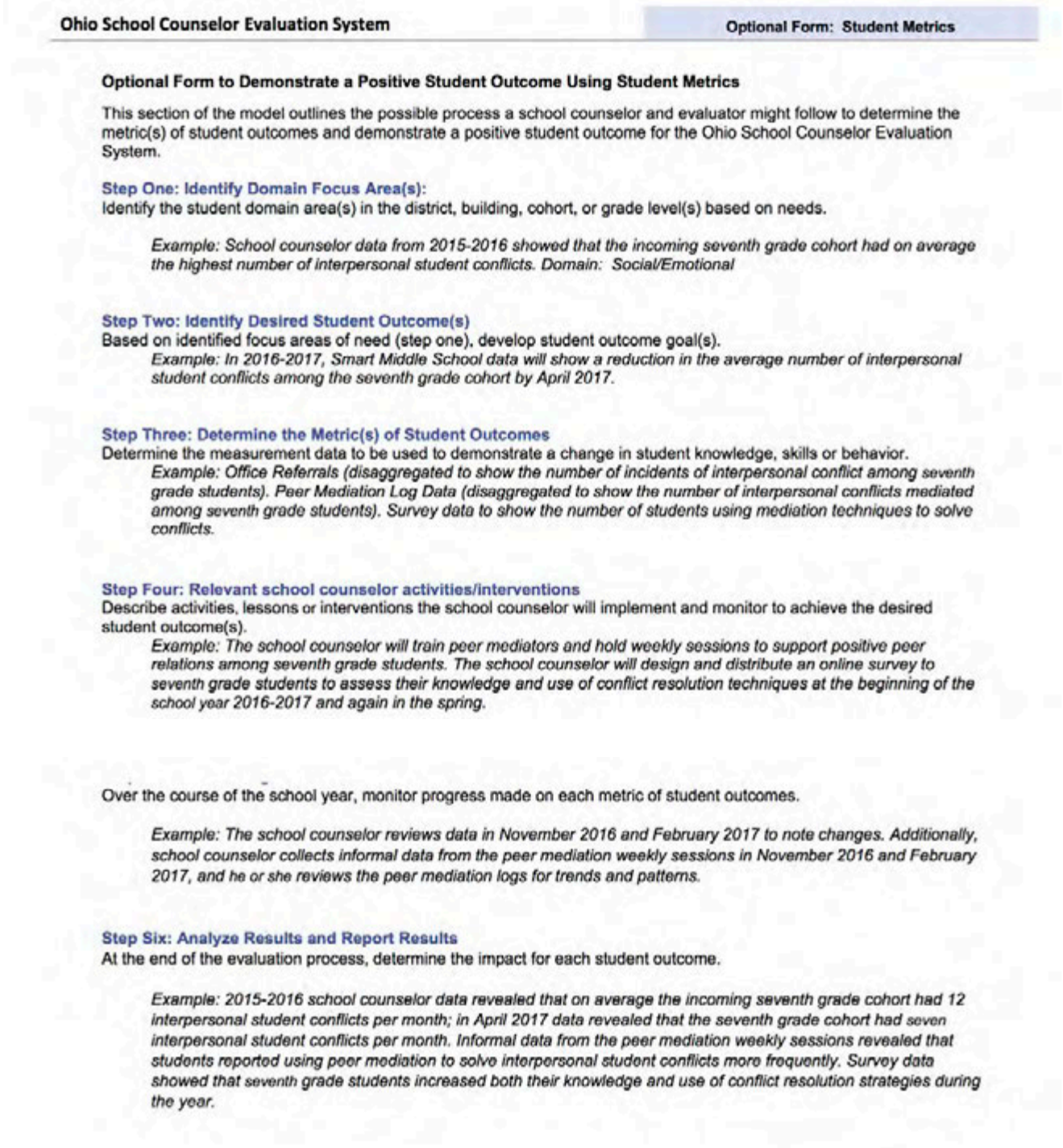
☐ Check here if Improvement Plan has been recommended.

School Counselor Signature _____ **Date** _____

05/12/2016

- OSCES Final Summative Rating of School Counselor Effectiveness

OSCES Optional Form to Demonstrate a Positive Student Outcome Using Student Metrics



Ohio School Counselor Evaluation System — **Optional Form: Student Metrics**

Optional Form to Demonstrate a Positive Student Outcome Using Student Metrics

This section of the model outlines the possible process a school counselor and evaluator might follow to determine the metric(s) of student outcomes and demonstrate a positive student outcome for the Ohio School Counselor Evaluation System.

Step One: Identify Domain Focus Area(s):
Identify the student domain area(s) in the district, building, cohort, or grade level(s) based on needs.

Example: School counselor data from 2015-2016 showed that the incoming seventh grade cohort had on average the highest number of interpersonal student conflicts. Domain: Social/Emotional

Step Two: Identify Desired Student Outcome(s)
Based on identified focus areas of need (step one), develop student outcome goal(s).
Example: In 2016-2017, Smart Middle School data will show a reduction in the average number of interpersonal student conflicts among the seventh grade cohort by April 2017.

Step Three: Determine the Metric(s) of Student Outcomes
Determine the measurement data to be used to demonstrate a change in student knowledge, skills or behavior.
Example: Office Referrals (disaggregated to show the number of incidents of interpersonal conflict among seventh grade students). Peer Mediation Log Data (disaggregated to show the number of interpersonal conflicts mediated among seventh grade students). Survey data to show the number of students using mediation techniques to solve conflicts.

Step Four: Relevant school counselor activities/interventions
Describe activities, lessons or interventions the school counselor will implement and monitor to achieve the desired student outcome(s).
Example: The school counselor will train peer mediators and hold weekly sessions to support positive peer relations among seventh grade students. The school counselor will design and distribute an online survey to seventh grade students to assess their knowledge and use of conflict resolution techniques at the beginning of the school year 2016-2017 and again in the spring.

Over the course of the school year, monitor progress made on each metric of student outcomes.

Example: The school counselor reviews data in November 2016 and February 2017 to note changes. Additionally, school counselor collects informal data from the peer mediation weekly sessions in November 2016 and February 2017, and he or she reviews the peer mediation logs for trends and patterns.

Step Six: Analyze Results and Report Results
At the end of the evaluation process, determine the impact for each student outcome.

Example: 2015-2016 school counselor data revealed that on average the incoming seventh grade cohort had 12 interpersonal student conflicts per month; in April 2017 data revealed that the seventh grade cohort had seven interpersonal student conflicts per month. Informal data from the peer mediation weekly sessions revealed that students reported using peer mediation to solve interpersonal student conflicts more frequently. Survey data showed that seventh grade students increased both their knowledge and use of conflict resolution strategies during the year.

- OSCES Optional Form to Demonstrate a Positive Student Outcome Using Student Metrics

C

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 to register REs in the Connected Ohio Records for Educators (CORE) system during the published registration dates. The Program Coordinator provides the necessary resources for support and professional development for Resident Educators. The Program Coordinator facilitates formative progress assessments to assist the RE in meeting the summative assessment requirement (RESA).

For further information on the RE program contact the district RE Coordinator for OCS or http://education.ohio.gov/Topics/Teaching/Resident-Educator-Program

The current OCS RE Program Coordinator is Terri Hook, thook@oregoncs.org.

The Ohio Resident Educator Program

Reflects the *Teaching and Learning Cycle*



*This graph is from the Ohio Department of Education

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.

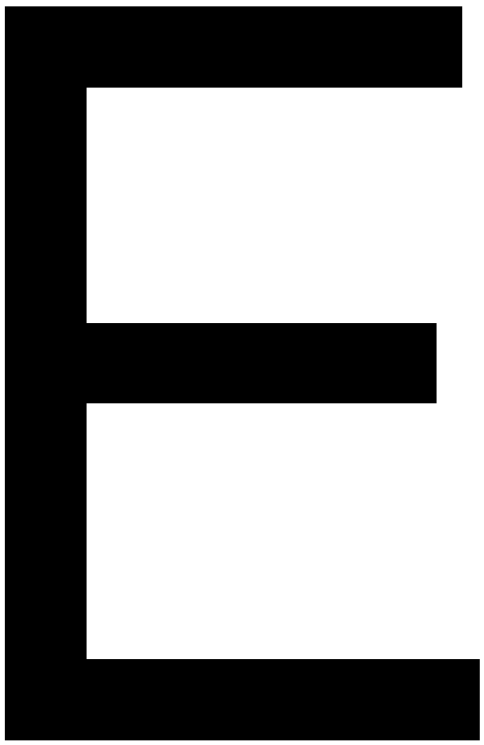
The teacher shall be afforded the opportunity to acknowledge that he/she has read such material by affixing his/her signature and date on the actual copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed and does not necessarily indicate 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.



Parameters for Peer Evaluators

- Evaluation assignments for a peer evaluator will be determined by the Superintendent or Designee.

- 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.

Peer Evaluator Criteria

- 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

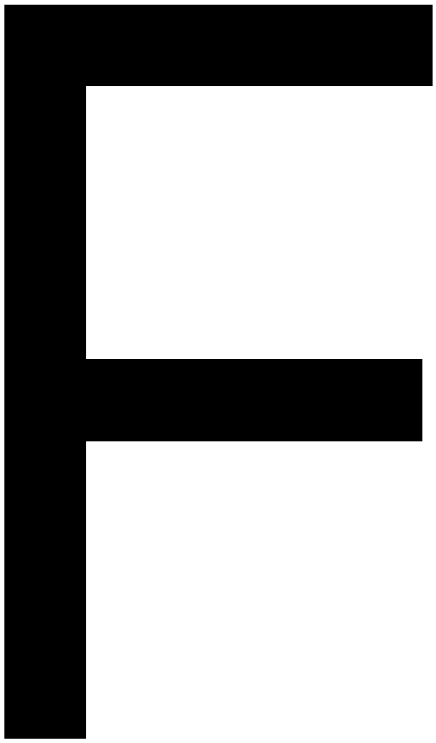
- At Least 5 Years Teaching Experience in Oregon City Schools

- Designated Skilled or Accomplished for most recent Teacher Evaluation cycle

- Completed State Required OTES 2.0 Training

- Pass the Online Assessment for OTES 2.0 Credentials and Maintain Credentials through Recalibration Process

- Approved by Board of Education



Formal Request for a Non-Peer Evaluator

You may email the request as written below to the Superintendent and OCFT President or provide the request in writing.

Date of Request: _____

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

_____

(signature)