

OREGON REVISED STATUTES

Program of Assistance Excerpts

Section 342.815 Definitions for ORS 342.805 to 342.937

As used in ORS 342.805 to 342.937 unless the context requires otherwise:

...

(7) **“Program of assistance for improvement”** means a written plan for a contract teacher that with reasonable specificity:

(a) Helps teachers adapt and improve to meet changing demands of the Oregon Educational Act for the 21st Century in ORS chapter 329 if applicable.

(b) Identifies specific deficiencies in the contract teacher’s conduct or performance.

(c) Sets forth corrective steps the contract teacher may pursue to overcome or correct the deficiencies.

(d) Establishes the assessment techniques by which the district will measure and determine whether the teacher has sufficiently corrected the deficiencies to meet district standards.

...

Section 342.850 Teacher evaluation; personnel file content; rules

...

(2)(b) The district school board shall implement the evaluation process that includes: ...

(D) A post-evaluation interview in which:

(i) The results of the evaluation are discussed with the teacher; and

(ii) A written **program of assistance for improvement** is established, if one is needed to remedy any deficiency specified in ORS 342.865 (1)(a), (d), (g) or (h);

...

(9) A **program of assistance for improvement** or evaluation procedure shall not be technically construed, and no alleged error or unfairness in a program of assistance for improvement shall cause the overturning of a dismissal, nonextension of contract, nonrenewal of contract or other disciplinary action unless the contract teacher suffered a substantial and prejudicial impairment in the teacher's ability to comply with school district standards. [1971 c.570 §5; 1973 c.298 §3; 1973 c.458 §1; 1977 c.881 §3; 1979 c.598 §1; 1979 c.668 §2a; 1987 c.663 §1; 1989 c.491 §29; 1997 c.864 §9]

Section 342.895 Contract teachers; procedure for dismissal or contract nonextension; appeal

...

(4)(a) Upon recommendation of the district superintendent, the district school board may extend a contract teacher's employment for a new two-year term by providing written notice to the teacher no later than March 15 of the first year of the contract. Any new contract that extends the teacher's employment for a new term shall replace any prior contracts.

(b) If the district school board does not extend a contract teacher's contract by March 15 of the first year of the contract, the district superintendent, or the superintendent's designee, shall place the teacher on a **program of assistance for improvement**. The district superintendent or the superintendent's designee may, in addition, place any other teacher on a **program of assistance for improvement** if in the judgment of the district superintendent or designee a program of assistance for improvement is needed.

(c) Provided that the district school board has not extended the teacher's contract for a new two-year term, the district board, upon recommendation of the superintendent, may elect by written notice to the teacher no later than March 15 of the second year of the teacher's contract not to extend the teacher's contract based on any ground specified in ORS 342.865. A contract teacher whose contract is not extended may appeal the nonextension to the Fair Dismissal Appeals Board.

(5) Notwithstanding ORS 243.650 to 243.782 or the provisions of any collective bargaining agreement entered into after August 15, 1997, no grievance or other claim of violation of applicable evaluation procedures, or fundamental unfairness in a **program of assistance for improvement**, shall be filed while a teacher is on a **program of assistance**. All statutes of limitation and grievance timelines shall be tolled while the subject claims are held in abeyance under this moratorium provision. Except as provided in this subsection, the moratorium and tolling period ends on the date the **program of assistance for improvement** is completed, not to exceed one year, after which any claims subject to this provision may be pursued as otherwise provided by law or contract. In the case of a contract teacher who does not receive contract extension by March 15 of the first year of the teacher's contract, the moratorium period shall last until the teacher receives notice of contract extension or nonextension and no later than March 15 of the following school year, or until the teacher receives notice of dismissal. A contract teacher who is dismissed or receives notice of contract nonextension, and who appeals to the Fair Dismissal Appeals Board, may raise any claims subject to this moratorium provision before the Fair Dismissal Appeals Board, which shall have jurisdiction to decide such claims. If the teacher does raise claims covered by this moratorium provision in an appeal to the Fair Dismissal Appeals Board, such appeal shall be the teacher's sole and exclusive remedy. If a contract teacher does not appeal a contract nonextension or dismissal to the Fair Dismissal Appeals Board but instead pursues contract grievances to arbitration alleging a violation of evaluation procedures or fundamental unfairness in a **program of assistance for improvement**, the arbitrator shall not have authority to award reinstatement of the contract teacher, but may award other remedies including but not limited to back pay, front pay, compensatory damages and such further relief as the arbitrator deems appropriate. A **program of assistance for improvement** shall not be technically construed, and no alleged error or unfairness in a program of assistance shall cause the overturning of a dismissal, nonextension of contract, nonrenewal of contract or other disciplinary actions unless the contract teacher suffered a substantial and prejudicial impairment in the teacher's ability to comply with school district standards.

...

[1965 c.608 §11; 1971 c.570 §7; 1973 c.298 §5; 1977 c.881 §5; 1979 c.668 §3; 1997 c.864 §12]

Handout #1

Program Of Assistance for Improvement for Joseph Schmedlap October 10th, 2013, to December 13th, 2013

1. AREAS OF DEFICIENCY

- A. **Domain #2: Classroom Management.** Joe fails to clearly communicate and consistently enforce high expectations for student behavior. He does not command the respect of his students and allows them to frequently disrupt classroom instruction. He does not teach routines that maximize student learning; instead, lesson momentum is often interrupted and lengthy transitions erode instructional time.
- B. **Domain #3: Delivery of Instruction.** Joe does not establish clear learning goals aligned with state standards. When he presents ideas to students, he often fails to make clear explanations or include appropriate supporting materials. His instruction is often unfocused: he diverges from the planned lesson into random topics, making it difficult for students to learn. He uses a limited range of instructional strategies that fail to actively engage all learners. He does not include ongoing informal and formal assessments to inform instruction.

2. EXPECTATIONS

- A. **Classroom Management.**
- With the support of his administrator, Joe will create a list of classroom expectations that he shares with students and parents. He will teach these to students and hold them accountable for meeting expectations.
 - Joe will submit his classroom expectations, reflecting the school's behavior expectations, to Principal Schmittle no later than Monday, October 10th.
 - Joe will develop classroom routines and teach these to students in order to maximize instructional time and minimize transition time.
 - Joe will effectively redirect students who are causing classroom disruptions.

Handout #1

- In accordance with the school's existing discipline policies and practices, Joe will regularly communicate with the parents of any students who are causing classroom disruptions, keeping a log of parent communication.

B. Delivery of Instruction.

- Joe will develop daily lesson plans for literacy and math instruction that include a) the major objectives of the lesson, b) the activities designed to meet these objectives, including lists of materials he will use, and c) the methods he will use to assess students' progress in mastering the objectives. He will use the lesson plan form provided with this plan.
- Joe will turn in his lesson plans for the following week to Principal Schmittle each Wednesday by noon.
- Joe's lesson plans will be on his desk available for review whenever Principal Schmittle or Associate Superintendent Schlock comes into the classroom for an observation.
- Joe will actively engage all students in meaningful learning activities related to the day's objectives. Engagement strategies may include but are not limited to the following: all students providing written and/or verbal responses to questions, either working individually or with partners; carefully designed cooperative activities, with accountability measures for each person in the group; or choral responses for appropriate activities.

3. ASSISTANCE/MONITORING/ASSESSMENT TECHNIQUES

- Joe's weekly lesson plans will be reviewed each week for the duration of the plan and returned to him with feedback by 8:30 AM each Friday, so he can make adjustments as needed.
- For the duration of the plan, Principal Schmittle or Associate Superintendent Schlock will observe in Joe's classroom at least weekly, during literacy or math instruction. These will be a combination of both scheduled and unscheduled observations. Principal Schmittle will schedule and conduct two formal observations, including pre- and post-conferences, over the duration of the plan as part of these weekly observations. Joe will receive written feedback on each of these observations within five working days; in addition, if Joe requests it, Principal Schmittle or Associate Superintendent Schlock will meet with him to answer any questions regarding the feedback.

Handout #1

- For the duration of the plan, peer assistance is available to support Joe at his request, and he will be provided a reasonable amount of release time to work with the following peer assistants: Gertrude Goodteacher, for both classroom management and instructional delivery strategies and support; and Lon Teacherleader, for both classroom management and instructional delivery strategies and support. Joe needs to request this assistance via email to Associate Superintendent Schlock to assure the coaching is arranged in a timely manner. Peer assistance to Joe will be voluntary and confidential. It will not be used in any way to negatively evaluate his progress on goals.
- Prior to the start of this plan, Joe has received coaching and/or training in the following areas at school or district expense: classroom management/routines (Gertrude Goodteacher, multiple days during Fall, 2012; Lon Teacherleader, multiple days during Fall, 2012) and student engagement strategies (Jo Robinson, Winter, 2012, & August 31, 2013).

4. TIMELINE

The two deficient areas identified in this plan must be improved to the “effective” standard by Friday, December 13th, 2013. An interim progress conference, including a written status report, will be held on or about Friday, November 8th, 2013. A final conference, including a written report, will be held on or about Friday, December 20th, 2013.

5. SIGNATURES

We have reviewed this Plan of Assistance, and the employee has had the opportunity to ask questions regarding the plan.

_____	_____
Joe Schmedlap, Teacher	Date

_____	_____
Arnie Advocate, BEA Representative	Date

_____	_____
Harold Schmittle, Principal	Date

_____	_____
Sally Schlock, Associate Superintendent	Date

Handout #2

LITERACY LESSON PLANS FOR THE WEEK OF _____

	Monday	Tuesday	Wednesday
lesson objectives			
major activities <i>(include approximate time allotted & grouping information: I, P, SG, WG)</i>			
materials needed			
assessment activities			

Handout #3

Checklist for Performance Improvement

Evaluator: _____

PAI Teacher: _____

NA = Not Applicable

NI = Needs improvement

IM = Improvement made

ME = Meets expectations

[illegible]

Handout #3[illegible]

Handout #3, continued

Checklist for Performance Improvement

Evaluator: _____

PAI Teacher: _____

NA = Not Applicable

NI = Needs improvement

IM = Improvement made

ME = Meets expectations

[illegible]

Handout #3, continued

[illegible]