



Contract Between
The Yamhill Carlton Teachers Association
&
The Yamhill Carlton School District No.1

2019-2022

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CONTRACT BETWEEN
THE YAMHILL CARLTON TEACHERS ASSOCIATION
And
THE YAMHILL CARLTON SCHOOL DISTRICT NO. 1

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CONTRACT AGREEMENT
Between
THE YAMHILL CARLTON TEACHERS ASSOCIATION
and
THE YAMHILL CARLTON SCHOOL DISTRICT NO. 1
YAMHILL COUNTY, OREGON

This Agreement entered into this 22nd day of August 2019, by and between the Yamhill Carlton Teachers Association, hereinafter called the "Association" and The Yamhill Carlton School District No. 1, Yamhill County, Oregon, hereinafter called the "District". This agreement shall be in effect from the 2019-2020 school year through the 2021-2022 school year. Salaries are set for all three years of this contract. The benefits level will be \$1350 for the first 2 years of the contract and then \$1450 for the 3rd year of the contract. Beginning with the 2019-2020 school year PERS will be picked up by the district per Article 18 (I). There will also be a salary increase of 2.5% in the 2020-2021 school year and 2.5% in the 2021-22 school year. Language is set for all three years of this contract. The District and Association will reopen full contract negotiations by January 15, 2022.

WITNESSETH:

WHEREAS the District and the Association recognize and declare that providing a quality education for the children of Yamhill and Carlton is their mutual aim, and that the character of such education depends upon the quality and morale of the teaching service, and WHEREAS the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards, and WHEREAS the parties have reached certain understanding which they desire to confirm, IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE 1
Recognition

- A. The District recognizes the Association as the sole and exclusive bargaining representative for employees who work in positions requiring licensed teacher personnel. Supervisors, confidential employees, classified staff and substitutes are excluded from the bargaining unit.

- 72 B. Teachers shall have the right to organize, join and assist the Association, to participate
73 in professional negotiations with the District through representatives of their own
74 choosing.
75
- 76 C. This Agreement shall take precedence over any policies, rules, regulations, procedures
77 or practices of the District, which is contrary with the terms of this Agreement.
78
- 79 D. There shall be two signed copies of the final Agreement for the purpose of records. One
80 shall be retained by the District and one by the Association. Within one month of
81 ratification of this Agreement by both parties, the District agrees to post the new
82 Collective Bargaining Agreement on the district website.
83

84 **ARTICLE 2**

85 **Negotiation of a Successor Agreement**

- 86
- 87 A. Deadline Date
88 The parties agree to enter into bargaining over a successor Agreement no later than
89 January 15, 2022. Any Agreement so negotiated shall be reduced to writing after
90 ratification by the parties.
91
- 92 B. Modification
93 This Agreement shall not be modified in whole or in part by the parties except by an
94 instrument, in writing, duly executed by both parties.
95

96 **ARTICLE 3**

97 **Association Rights**

- 98
- 99 A. The Association may transact official Association business on school District property,
100 outside the workday, and use school District facilities and equipment with prior
101 approval of the Superintendent. Association members may use the e-mail system to
102 communicate with the administration during the regular workday, so long as it is not
103 done during student contact time. It is understood that internal Association
104 communications will be done outside the regular workday.
105
- 106 B. Upon request, the District shall furnish the Association readily available public
107 information needed for its use as an exclusive bargaining representative for the purpose

108 of negotiations. The District reserves its right under Oregon's Public Records and
109 Collective Bargaining laws to charge reasonable costs for locating and/or copying such
110 information.

111

112 C. A teacher engaged during the school day on behalf of the Association with any
113 representative of the District, or participating in any professional grievance negotiation,
114 including mediation or arbitration, shall be released from regular duties and allowed to
115 use Association Leave when such activities are required by a mediator or arbitrator.

116

117 D. The District shall notify the Association of new hires at least one week prior to the
118 orientation day and shall give the Association (up to) one hour of that day to meet with
119 the new bargaining unit members. For any bargaining unit member hired after the start
120 of the school year the District shall notify the Association within one week of the first
121 day of work, of the name and worksite of the new hire. The Association shall be granted
122 (up to) one hour of non-student contact time to meet with the new bargaining member.

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ARTICLE 4

126

Maintenance of Standards

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128 Only such existing and future personnel policies and benefits as are specifically covered by the
129 terms of this Agreement shall be affected by the execution of this Agreement. During the term
130 of this Agreement, the District will not change any existing condition that is a mandatory
131 subject of bargaining without first negotiating the proposed change with the Association.

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ARTICLE 5

134

District Rights

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136 The District, on its own behalf and on behalf of the electors of the District, hereby retains and
137 reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and
138 invested in it by the laws and constitution of the State of Oregon, and of the United States,
139 including but without limiting the generality of the foregoing, the right;

140

141 A. To the executive management and administrative control of the school system;

142

- 143 B. To hire all employees, to determine their qualifications, and the conditions for their
144 continued employment, or their demotion; and to promote and transfer all such
145 employees;
146
- 147 C. To determine staffing levels in accordance with the express terms of this agreement.
148
- 149 D. To establish grades and courses of instruction, including special programs, and to
150 provide for athletic, recreational and social events for students, all as deemed necessary
151 or advisable by the District;
152
- 153 E. To decide upon the means and methods of instruction, the selection of textbooks and
154 other teaching materials, and the use of teaching aids of every kind and nature;
155
- 156 F. To determine class schedules, hours of instruction, the co-curricular activities, and the
157 duties, responsibilities, and assignments of teachers and other employees with respect
158 thereto, and the terms and conditions of employment.
159

160 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the
161 District and the adoption of policies, rules, regulations and practices in the furtherance thereof,
162 shall be limited only by the specific and expressed terms of this Agreement.
163

164 **ARTICLE 6**
165 **Teacher Rights**
166

167 Unless specifically stated, nothing in this contract shall be construed to deny a teacher his/her
168 constitutional or statutory rights.
169

- 170 A. The Association and District acknowledge the fundamental need to protect teachers
171 from any unreasonable censorship or restraint, which might interfere with their
172 obligation to perform their prescribed teaching function within the parameters of the
173 curriculum set by the Board of Directors and/or State of Oregon law.
174
- 175 B. No teacher shall be formally disciplined without first being informed of the charges and
176 given an opportunity to meet with the charging party and respond to those charges.
177 The employee's response may be verbal or in writing. After a decision is finalized, the
178 employee will be given written notification thereof.

179

180 C. If the teacher disagrees with the final administrative decision in Section B, he/she may
181 enter the Grievance Procedure (Article 9) at Level C and may process the grievance
182 according to the grievance procedure of this Agreement.

183

184 D. Sections 'B' and 'C' of this Article shall not apply to the nonrenewal or dismissal of a
185 probationary teacher.

186

187 E. Reprimands shall be made privately and not in the presence of students, parents,
188 teachers or members of the community unless the district, for reasons of safety or
189 protection of property determines that circumstances warrant immediate action to
190 interrupt employee misconduct.

191

192 F. When a licensed position is vacated or created, in-building transfers of current
193 personnel will be made by the building administrator to improve the instructional
194 capabilities of the staff or to balance the budget. Any in-building transfers made under
195 this provision shall comply with applicable provisions of the contract.

196

197 1. If a licensed position becomes available, the position will be posted both
198 internally and externally simultaneously. Positions will be advertised in-house to
199 all district staff by an email posting and posted on the district website. Any
200 qualified bargaining unit in-house candidate who applies will be granted an
201 interview. After at least 3 (three) days a formal interview process will be
202 conducted of in-house applicants and the hiring team shall consist of
203 administrative and certified personnel.

204

205 2. If an in-house applicant is deemed by the hiring team to be the right "fit" for the
206 position, the in-house applicant will be offered the position. The subsequent
207 teaching vacancy will trigger the process set forth above again.

208

209 3. If no in-house applicant is deemed to be the right "fit" for the position by the
210 hiring team, the hiring team will provide a written explanation to each in-house
211 applicant, explaining why the in-house applicant was not the right "fit." External
212 candidates will be considered at this time and the hiring process continues.

213

- 214 4. This process will apply to regular positions only. This process will not be used for
215 temporary or substitute positions.
216
- 217 5. The district will continue to maintain the right to make final assignments.
218
- 219 G. Involuntary Transfer: Whenever possible, if the District anticipates an involuntary
220 transfer may be necessary, they will give notice of the potential transfer to any
221 potentially affected teacher within five (5) working days of this determination. The
222 appropriate administrator shall meet with the affected teacher(s) for the following
223 purposes:
- 224 1. The District will inform the teacher of the decision for the potential transfer;
 - 225 2. The District will inform the teacher of any known vacancies;
 - 226 3. The teacher can give input on his/her preferences with any new assignment
227 and/or apply for a voluntary transfer as outlined above.
 - 228 4. After considering all such input, the District shall make their final decision within
229 ten (10) days of notification, regarding the involuntary transfer and must inform
230 the teacher in writing of their decision. In the case of an involuntary transfer
231 the affected teacher shall be given one additional contract day. Additional days
232 may be granted at the discretion of the Superintendent.
233
- 234 H. Personnel Files: The personnel file shall be kept by the District in accordance with ORS
235 342.850 in which they are open for inspection by the teacher, the teacher's designees
236 and the Board's designees.
237
- 238 I. Evaluation of Students: The teacher shall maintain the responsibility to determine the
239 grades earned by students within the teacher's grading guidelines as approved by the
240 Superintendent or his/her designee. No grade of a student shall be changed without
241 having first been submitted and approved by a committee consisting of the teacher,
242 principal and another teacher appointed by the Association. The committee so selected
243 may establish its own procedure for examining material and gathering information from
244 which to make a decision. Either party may appeal the decision to the School Board
245 which retains the final decision making authority for all grades. The School Board's
246 decision shall not be subject to the grievance procedure.
247
- 248 J. Security cameras within the District will not be used for staff evaluation purposes but
249 may be accessed as part of an investigation of any reported impropriety.

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ARTICLE 7
Evaluations

The District shall comply with the procedures required by ORS 342.850 and SB 290.

ARTICLE 8
Just Cause

No member of the bargaining unit will be disciplined without "Just Cause". However, any action resulting in the dismissal of a probationary teacher or the nonrenewal of a probationary teacher will not be considered part of this agreement nor grievable under the Grievance Procedure (Article 9). Additionally, this "Just Cause" provision does not apply to retention or non-retention in extra duty positions.

ARTICLE 9
Grievance Procedure

A. Definitions

1. "Contract Grievance" shall mean a complaint by an employee or group of employees that there has been to him/her/them a violation of any provisions of the contract.
2. "Grievant" is the person or persons who has the contract grievance and is presenting the complaint, also referred to as the complainant.
3. The "Party in Interest" is either the person or persons making the complaint or the person or persons against whom the complaint is made.
4. "Consultant" is the one who advises either party in interest.
5. "Representative" is the one who may speak for and/or advise a party in interest.
6. "Immediate Supervisor" is the one who has direct administration or supervisory responsibilities over the aggrieved in the area of grievance as stated in School Board policy.
7. "Days"- The term "days" when used in this article shall, except where otherwise indicated, mean the grievant's working days.

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8. "Persons Officially Involved" means the Superintendent, his representative and/or consultant, the grievant, his representative and/or consultant, and witnesses.
9. "Association" - Yamhill Carlton Teachers Association.

B. General Procedures

1. These procedures should be processed as rapidly as possible, the number of days indicated for settlement or appeal at each level should be considered a maximum. The time limits can be extended by written mutual consent of the parties involved at any level of the procedures.
2. All parties should attempt to complete the procedures by the end of the school year. The parties shall make good faith effort to shorten the number of days provided at the various steps in order to finish by the end of the school year and avoid, if possible, carrying the process into the summer vacation period or the following school year.
3. All parties in interest have a right to consultants or representatives of their own choosing at each level of these grievance procedures.
4. There shall be no restraint, interference, discrimination, or reprisal exerted on any employee choosing to use these procedures for resolution of contract grievance.
5. Failure at any level of this procedure by the grievant to appeal a contract grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level. If an appeal is made to the next level, the complainant shall set forth the grounds upon which the complaint is based and the reasons why the aggrieved considered the decision unacceptable. Failure at any level of this procedure to communicate the decision in writing on a contract grievance within the specified time limits shall permit the grievant to proceed to the next level.

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6. All documents, communications and records of a contract grievance will be filed in the School District Office separately from the personnel files. References to the records, such as summary, may be placed in the appropriate personnel file(s).
7. Forms for processing contract grievances shall be prepared by the Superintendent or his/her designated representative in cooperation with the Association and will be printed and given appropriate distribution by the parties so as to facilitate operation of the grievance procedure.
8. In the course of investigating any contract grievance, representatives of either party in interest who need to contact an employee will contact the supervisor and will state the purpose of the visit.
9. Every reasonable effort will be made by all parties to avoid interruption of classroom and/or any other school sponsored activities.
10. Every reasonable effort will be made by all parties to avoid the unnecessary involvement of students in the grievance procedure.
11. All parties in interest will process contract grievances after the regular work day or at other times which do not interfere with assigned duties.
12. Each contract grievance shall have to be initiated within twenty (20) school calendar days after the occurrence of the cause for the complaint. However, if the grievant did not become aware of the occurrence until a later date, then he/she must initiate action within the twenty (20) days following his/her first knowledge of the cause failure to thus initiate such action shall constitute waiver of the grievance.
13. Financial Responsibility: Each party shall pay any and all costs incurred by said party. Costs for the services of an arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the District and the Association.

C. Levels of Grievance

1. **Level One-** Informal and Formal Grievance Level

356 The grievant will first discuss his/her contract grievance with his/her principal or
357 immediate supervisor, either individually or through the Association representative,
358 or accompanied by a representative, with the objective of resolving the matter
359 informally.

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361 If the grievant is not satisfied with the disposition of his/her contract grievance,
362 he/she may file a written contract grievance with the immediate supervisor within
363 ten (10) days following the attempt to resolve the matter informally.

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365 This complaint shall set forth the grounds upon which the complaint is based and
366 the reasons why the aggrieved considers the decision rendered is unacceptable. The
367 supervisor shall communicate his/her decision in writing within five (5) days to the
368 aggrieved.

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370 **2. Level Two**

371 Appeals to the Superintendent shall be heard by the Superintendent or his/her
372 representative within ten (10) days of his/her receipt of the appeal. Written notice
373 of the time and place of the hearing shall be given five (5) days prior thereto to the
374 grievant, his representative, or any other persons officially involved in the contract
375 grievance.

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377 Attendance at the hearing of appeal shall be restricted to persons officially involved.
378 Parties in interest may elect to call witnesses who shall appear individually at the
379 hearing.

380
381 Within five (5) days of hearing the appeal, the Superintendent shall communicate to
382 the grievant and all other parties officially present at the hearing his/her written
383 decision, which shall include supporting reasons therefore.

384
385 If the grievant is not satisfied with the decision of the Superintendent, he/she may
386 file a written appeal through the Superintendent to the School Board within ten (10)
387 days from the receipt of the Superintendent's decision. The appeal shall state the
388 grievant's reasons for appealing the decision of the Superintendent and request
389 appeal to Level Three. This appeal shall also set forth the grounds upon which the
390 grievance is based and the reasons why the aggrieved considers the decision
391 rendered is unacceptable.

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3. Level Three

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Within five (5) days of the receipt of the appeal, the School Board of Directors will notify all official parties of a hearing to be held within ten (10) days of the receipt of the appeal. The Board of Directors shall hear arguments of the Superintendent and the grievant. The hearing before the School Board of Directors shall be closed unless the aggrieved requests it to be public.

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If the hearing is closed, attendance at the hearing of appeal shall be restricted to persons officially involved. Parties in interest may elect to present witness statements. All witness statements to be presented at the board meeting will be provided at least two business days prior to the hearing to all parties.

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Within five (5) days following the hearing, the School Board of Directors shall render a decision in writing to all official parties.

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If the grievant is not satisfied with the School Board of Directors decision he/she may, within ten (10) days request in writing that the Association submit the grievance to arbitration.

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4. Level Four

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If the Association determines that the contract grievance is meritorious, it may submit the grievance to arbitration within ten (10) days after receipt of a request by the grievant and shall notify the Superintendent of that intent in writing.

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Within ten (10) days after such written notice of submission to arbitration, the Board and Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree on an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the Employment Relations Board (ERB). The parties shall then be bound by the rules and procedures of the ERB.

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The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue a decision not later than thirty (30) days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date of the final statements and proofs on the issues

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428 are submitted to the arbitrator. The arbitrator's decision shall be in writing and shall
429 set forth the findings of fact, reasoning and conclusions on the issues submitted.
430 The arbitrators shall be without power or authority to make any decisions which
431 require the commission of an act prohibited by law or which is violative of the terms
432 of this Agreement. Any questions of arbitrability shall be decided prior to the
433 hearing. The decision of the arbitrator shall be submitted to the District and
434 Association and shall be final and binding on the parties' subject to the terms of ORS
435 243.706.

436 **ARTICLE 10**
437 **Reduction in Force**

- 438
- 439 A. If the District determines a lay-off is necessary, it will do so in accordance with ORS
440 342.934 and the requirements of this Article.
- 441
- 442 B. When considering an actual or prospective lay-off, the District shall, insofar as
443 reasonably practicable, provide thirty (30) days written notice to the affected teacher
444 and to the Association that such lay-off is under consideration, and provide the
445 Association with a 10-day period to submit the Association views and perspectives prior
446 to the Districts decision.
- 447
- 448 C. In determining teachers to be retained when the District reduces its staff under this
449 section, the District shall:
- 450 1. Determine whether teachers to be retained hold proper licenses to fill the
451 remaining positions.
- 452
- 453 2. Determine seniority of teachers to be retained, based on the first day of actual
454 service with the District.
- 455
- 456 3. If the District desires to retain a teacher with less seniority than a teacher being
457 released under this section, the District shall determine that the teacher being
458 retained has more competence than the teacher with more seniority who is
459 being released. For purposes of this Article, competence is defined according to
460 ORS 342.934 (9)(a), as the ability to teach a subject or grade level based on
461 recent teaching experience related to that subject or grade level within the last
462 five years, or educational attainments, or both, but not based solely on being
463 licensed to teach.

ARTICLE 11

Recall

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467 A. The District shall advise all affected employees of their recall rights, in writing, at the
468 times of layoff under this Article.

469

470 B. While any teacher is laid off as a result of reduction in force provisions of Article 10, the
471 District will maintain a recall list which will insure the teachers, for a period of up to
472 twenty-seven (27) months, will be recalled in the reverse order of layoff, provided they
473 are qualified to teach the available position.

474

475 C. Refusal of the employee to accept an offer of recall to a particular position during the
476 twenty-seven (27) month recall period shall not affect the employee's right to be
477 offered recall for subsequent positions.

478

479 D. Teachers laid off under the provisions of this Article shall be notified by certified mail at
480 the last address of record on file with the District when positions become open for
481 which they are qualified. Teachers shall make written notice to the Superintendent
482 within (10) calendar days of the first attempted delivery of the certified notification
483 letter if they wish to return.

484

485 E. A laid off teacher shall be considered laid off until (A) reinstated in the District; (B)
486 twenty-seven (27) month listing lapses; (C) failure to respond within ten (10) calendar
487 days of notification of a written offer of a position made by the District; (D) acceptance
488 of a non-temporary position in another District.

489

490 F. Benefits pertaining to layoff:

491

492 1. Subject to the group employee insurance carrier(s), the District shall extend medical
493 and dental coverage to laid off teachers during the layoff period. Laid off employees
494 may maintain insurance policies at the employee's own expense, subject to COBRA
495 and the underwriting rules of the insurance carrier. Teachers who accept other
496 employment where medical and dental insurance for all family members is paid by
497 the employer shall not be eligible for the extension of group insurance coverage.

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- 2. All benefits allowable by law, to which a teacher was entitled at the time of his/her layoff will be restored upon his/her return to active employment, providing the new position assignment makes him/her eligible in accordance with this agreement.
- 3. The teacher will be placed at the same placement of their previous District contract.

G. School Closure:

During school closure due to lack of funds, as defined in Article 23 of this contract, the District acknowledges that licensed staff are temporarily laid off, and agrees to recall, pursuant to Paragraph C above.

ARTICLE 12
Work Year

- A. The calendar shall consist of 190 contract days unless economic conditions prevent the District from funding the terms of the contract as outlined in Article 23, to include five (5) paid holidays. There shall be four (4) in-service non-student work days prior to the first student day of which the equivalent of two (2) days shall be specifically for individual classroom preparation; however, by mutual agreement, this amount of time may be altered.

One non-teaching workday or two half-days at the end of each academic term will be scheduled, plus a non-teaching assessment day in May. Teachers new to the District shall have a 191-day contract with the extra day being devoted to orientation.

There shall be an opportunity for staff input through their association representatives prior to adoption of the school calendar by the School Board.

- B. It is expressly understood that any adjustment to the number of contract days in the work year will result in a prorated adjustment to employee salaries.

535 **ARTICLE 13**
536 **Work Schedules**

537
538 A. Workdays

539
540 Regular hours for teachers shall be 8 hours per day including a continuous duty-free
541 lunch period. The District acknowledges that a change in the amount of student contact
542 time will be considered a mandatory subject of bargaining. The starting and dismissal
543 time shall be determined by the Superintendent in conjunction with the building
544 administrator. Each teacher shall have a continuous and uninterrupted 30-minute duty-
545 free lunch period. Teachers may leave the building without requesting permission
546 during their duty-free lunch period. Each full time teacher shall be entitled to a
547 minimum of 30 minutes of continuous preparation time each day during student
548 contact hours or the equivalent during any given work week. During this preparation
549 time the District shall not impose any activities, except during an emergency situation as
550 determined by the District. Teachers will be compensated at the statewide substitute
551 rate converted to an hourly basis when requested to cover other classes or perform
552 supervisory or instructional/curricular duties during the allocated daily preparation
553 time. Each building administration will try to maintain the preparation time being
554 provided to staff.

555
556 Requests for alterations from the daily schedule shall be by prior approval of the
557 Superintendent or designee.

558
559 B. Work Schedules

560
561 In addition to regular teaching and preparation time, teachers are expected to be
562 available for student and parent conferences, staff meetings, committee meetings and
563 programs. Every effort will be made by the administration to provide a week's notice
564 for meetings or programs and to conclude such at a reasonable time. Furthermore, the
565 District agrees to limit the number of evening programs that require teachers'
566 attendance, however, teachers (full or part-time) are expected to attend programs
567 involving their classes at no additional cost to the District.

568 Part-time teachers must have prior written approval from the Superintendent to be paid
569 for hours beyond their normal workday. Part-time teachers requesting to take their

570 students on an all-day field trip will not be compensated for time outside of their normal
571 workday.

572
573 Committees, assigned and required by the District, requiring substantial time
574 commitments shall be compensated at the extra duty rate per the contract. The
575 definition of substantial time commitment shall be committee assignment which meet
576 the following criteria:

- 577
578 1. Meeting times are consistently outside the normal working hours;
579 2. Comp time or release time is not provided; and,
580 3. During a school year the committee meets on five or more different days or for a
581 total work time for the year of five (5) or more hours.

582
583 C. Travel

584
585 Teachers shall be reimbursed for travel when their staff assignments, during a normal
586 workday, place them in both Yamhill and Carlton schools at the Districts mileage
587 reimbursement rate. This does not include travel to another building that would
588 normally be on an employee's way home. (Example: An employee lives in
589 McMinnville, they start their day in Yamhill and end in Carlton. Because the employee
590 would travel from Yamhill through Carlton to travel home to McMinnville there would
591 be no mileage reimbursement.) This article does not apply to extra duty positions.

592
593 D. Duty

594
595 At the beginning of the school year, assignments for hall duty, bus duty, grounds duty,
596 recess duty, etc., will be given to teachers. Duties outside regular classroom work are
597 the responsibility of all members of the faculty. These will be undertaken in a manner
598 so that no one person will have an undue share of such duty.

599
600 E. If school is closed:

601
602 Teachers do not report to work and do not call the absence management system to
603 report an absence as the day may be rescheduled later in the school year if we are
604 closed for more than the two (2) days the state allows us.

605

606 F. In the event of a late start:

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All employees report to work at their regular times, if it is safe to do so. If an employee is unable to report at the regular time, they are to report before the students arrive. Employees must notify their building administrator if they are going to be delayed arriving at school. The building administrator will be responsible for making arrangements for making up any missed time.

If an employee is delayed beyond the student arrival time or cannot make it to work because of road conditions the employee must call their building secretary to report the absence in absence management as Unpaid or Personal leave.

ARTICLE 14

Payroll Deductions

A. Association Dues

1. Dues Deduction Authorization

Prior to the first dues deduction of the school year, and then for any employee who becomes a member of the Association after the start of the school year, the Association shall notify District of bargaining unit members who have elected to have dues deducted from their paychecks and shall identify the dues to be deducted from each. The Association shall also notify District when a bargaining unit member should no longer have dues deducted. District shall enact dues deduction changes on the pay period following a notification.

For any new employee who was an Association member at their prior place of employment, District shall backdate dues to their start date.

2. Processing OEA/NEA Dues Deductions

Dues deductions shall be made monthly in an amount equal to one-tenth (1/10) of annual dues. Each Fall the Association will communicate to the District by September 1st in what month deductions are to begin. If the Association fails to give notice to the District deductions shall begin in October. Deductions for

641 employees who join the Association after the beginning of the school year shall
642 be prorated on a twelve-month proration schedule.

643
644 3. Processing YCEA Dues Deductions

645
646 YCEA dues shall be deducted from each member's paycheck as directed by the
647 YCEA.

648
649 4. Remittance of Dues Checks

650
651 a. Data to OEA
652 Within ten (10) days after each pay period, District shall send the
653 Association an Excel-compatible register of the NEA/OEA/YCEA dues,
654 including voluntary Association contributions, deducted from each
655 member's paycheck.

656
657 b. Payment to OEA
658 Within ten (10) days after each pay period, [Employer] shall send to OEA,
659 in a single payment, the combined NEA and OEA dues, including
660 voluntary Association contributions, deducted for the month.

661
662 c. Payment to YCTA
663 YCTA dues payments will be deducted and paid separately from OEA/NEA
664 dues and shall be remitted to the YCTA Treasurer.

665
666 5. Indemnification

667
668 The Association agrees to indemnify, defend, and hold the District harmless from
669 employee or former-employee claims, orders, or judgments against the district
670 concerning the dues deductions procedures outlined in this agreement. The
671 Association's obligations are contingent upon the District: 1) giving the
672 Association at least two-week's notice from the date they knew or should have
673 known, in writing, of any claim; 2) and providing the Association and its
674 designated counsel with information in its possession which is necessary for ~~in~~
675 the defense of the claim. The Association's obligation does not extend to
676 criminal allegations or actions brought against the District by the Association. In

677 the event the District properly invokes this paragraph, the Association will
678 provide the attorney to defend against the claim. In the event the District
679 wishes to use its own attorney, the District will pay the fees and costs of said
680 attorney.

681

682 **B. Employee Information**

683

684 1. Employee List

685 Each September 30th, upon request by the Association, District shall provide to
686 the OEA Membership Specialist an Excel-compatible database of each employee
687 in the bargaining unit (both active members and non-members) that includes the
688 last four digits of their social security number, employee ID, date of birth, first
689 date of service, FTE, classification or title, PERS classification, worksite, position
690 on the salary schedule. Whenever a new employee is hired into the bargaining
691 unit, District shall provide the above information within thirty (30) days of hire.

692

693 2. Change in Employment Status

694 District shall promptly notify the OEA Membership Specialist whenever an
695 employee in the bargaining unit is placed on an unpaid leave of absence, retires,
696 is laid off, resigns, or changes their name.

697

698 3. Other Deductions:

699 In addition to standard payroll deduction required by law, other payroll
700 deductions, as approved by the District, may be arranged for in the business
701 office in accordance with School Board policy. All voluntary deductions shall be
702 in writing and shall be given to the Business Manager prior to the monthly
703 payroll deadline.

704

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ARTICLE 15

706

Travel Pay and Lodging

707

708 Travel will be paid in accordance to IRS rate guidelines and reimbursement rates set by the
709 Board of Directors through Board Policy. Reimbursement for travel expenses, lodging, etc., will
710 be made for authorized trips. Application must be made to the Principal and Superintendent in
711 advance for the trip and/or expenses. Payment will be made, with the Principal and

712 Superintendent's approval upon filling out the proper forms and providing the required receipts
713 on or before the next regular pay date deadline.

714

715

716

ARTICLE 16

717

Tuition Reimbursement

718

719 The Yamhill Carlton School District supports the continued professional development of
720 teachers. Under our current Licensed Labor Agreement tuition reimbursement is provided as
721 follows:

722

723 The administrative team will review all Professional Development plans which indicate college
724 credit classes or college credit workshops will be taken. The team will approve
725 courses/workshops for reimbursement that are submitted in each of 4 rounds and subject to
726 available funds. No teacher will be approved for 2 courses/workshops without all those who
727 apply in the round having been approved for at least 1 course/workshop first. In each round if
728 more funds are requested than are available the available dollars will be distributed equally
729 among those who apply. The district will reimburse actual costs or the PSU cost per credit,
730 whichever is lower.

731

732 Approval for round one must be submitted by September 15th and will be for classes starting
733 between August 25th and November 25th. A Professional Development plan as defined in the
734 Licensed Evaluation Handbook will be established with the Supervisor at the end of the year
735 meeting. The plan must indicate any college credit classes or college credit workshops the
736 teacher would like to attend in the Fall term or Fall Semester of the next school year. The plan
737 will be submitted by the teacher using an online form and approved by their supervisor prior to
738 the end of the contract year. This first round of approval will have access to \$4,000 of the total
739 \$25,000 YCTA Tuition Reimbursement Fund.

740

741 Approval for round two must be submitted by December 15th and will be for classes starting
742 between November 26th and February 25th. Each fall teachers will be able to complete a
743 Professional Development Plan form and request courses for the Winter term of that year. This
744 second round will be reviewed by the Administrative team and follow the same process
745 identified for the first round. This round will have access to any remaining funds from the first
746 round in addition to \$2,000.

747

748 Approval for Round three must be submitted by March 15th and will be for classes starting
749 between February 26th and May 25th. Teachers will be able to complete a Professional
750 Development Plan form and request courses for the Spring term or Spring Semester of that
751 year. This third round will be reviewed by the Administrative team and follow the same process
752 identified for the first round. This round will have access to any remaining funds from the first
753 two rounds in addition to \$6000.

754

755 Approval for Round four must be submitted by June 15th and will be for classes starting
756 between May 26th and August 24th. Teachers will be able to complete a Professional
757 Development Plan form and request courses for the Summer term or Summer Semester of that
758 year. This fourth round will be reviewed by the Administrative team and follow the same
759 process identified for the first round. This round will have access to any remaining funds from
760 the first three rounds in addition to \$13,000.

761

762 No reimbursement will be approved for courses/workshops submitted that are not pre-
763 approved. Exceptions can be granted by the Superintendent subject to available funds.

764

- 765 ● Grade Reports: unofficial transcript verifying successful completion of class within 8
766 (eight) weeks of the end of the term the classes were taken. The District is under no
767 obligation to reimburse individuals who fail to meet this time line.
- 768 ● Only grades of "B" or higher will be reimbursed, unless otherwise approved by the
769 Superintendent. A grade of P will be recognized if the college/university only allows for
770 P/NP credit
- 771 ● All courses must be from a nationally accredited college or university approved by the
772 Superintendent.
- 773 ● The District will budget \$25,000 per year for tuition reimbursement for the total
774 members of the Yamhill Carlton Teaching Staff. Any unused funds in Tuition
775 Reimbursement at the end of each year will roll forward to the next fiscal year.
- 776 ● The Superintendent's decision as to all matters of Tuition Reimbursement shall be
777 deemed to be final.
- 778 ● An employee that resigns their position with the district that has been reimbursed
779 tuition during the previous twelve months (from the final contracted day of work) will
780 owe ½ the amount of the money they were reimbursed, which will be returned to the
781 Tuition Reimbursement Fund. Resigned employees can set up an installment plan with
782 the district for up to six months from the final contracted day of work to pay back the
783 amount due.

784

ARTICLE 17

785

Compensation

786

A. Salary Schedule

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If the contract days are increased or decreased, the salary would be computed proportionally to the number of contract days changed. Salaries for teachers shall be the same as indicated in Salary appendix of this contract. Teachers who are at the bottom of their column and therefore not eligible for a step will be given a \$250 longevity payment instead of a step.

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B. Salary per FTE (Full Time Equivalency)

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Each full time teaching position shall be assigned a decimal number of 1.0 FTE which shall represent the amount of time employed at that position. Any position that is assigned less than 1.0 FTE will be represented by assigning a decimal number between 0 and 1.0 FTE which shall represent the amount of time employed compared to a full-time equivalent position. This decimal number shall be determined by the Superintendent and should provide an allowance for prep time for .5 FTE or above.

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The decimal number shall be determined by comparing the total number of minutes assigned to the total number of minutes of a full time position. (For example, if the total work day is 420 minutes and the job assignment is 240 minutes, the decimal is calculated as follows: $240/420=.571$ FTE. Included in the part-time work period shall be a prep period equal to the decimal amount multiplied by the average prep period. (For example, $.571$ FTE x 30 minutes=17 minutes.) A part-time teacher's salary shall be the product of the assigned decimal number to his/her position on the salary schedule.

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C. Teaching Experience

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Credit for teaching experience outside the District which, in the Superintendent's judgment, is directly related to the position and reported at the time of hire will be granted. "Teaching experience" shall be defined as:

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817

818

1. Contracted as probationary, permanent, or temporary teacher in a public school,
or

819

820 2. Full-day, long-term substituting in the same position for 135 or more days in a
821 public school.

822
823 There shall be a limit of ten (10) years previous experience brought into the District.
824 This provision pertains to newly hired teachers and is not retroactive to currently
825 employed teachers with the District.

826

827 D. Pay Dates

828

829 Each teacher shall be paid on the basis of twelve (12) equal payments beginning with
830 the September pay date. Regular pay dates shall be the 15th of each month for all work
831 completed in the previous month. If a regular pay date during the school term falls on a
832 day when school is not in session, teachers shall receive pay on the last day of the
833 school session. In the event of a partial or complete school closure due to lack of funds
834 or for any other emergency beyond the control of the District, there shall be no
835 requirements to pay for time not worked or to make up the lost days, except as
836 specifically provided by Article 14-E of this Agreement.

837

838 E. Benefits For Non-Returning Teachers

839

840 Any balance in the teacher's contractual salary, due to a teacher not returning to the
841 District, shall be paid on the last day of the school term unless otherwise provided by
842 written consent of the teacher. For teachers who have completed their 190-day
843 contract, insurance benefits will continue to be paid by the District through September.
844 For teachers who do not complete their 190-day contract, insurance payments will end
845 one month following the month of their termination.

846

847 F. Vertical Increments

848

849 One vertical movement to the next step on the salary schedule will be granted on the
850 basis of successful completion of the teaching assignment each year. To qualify a
851 teacher must complete a minimum of 135 days of their scheduled classroom and/or in-
852 service instruction for the District, as established by the school year calendar. Note: Job
853 share teachers must complete 71% of their work year. Teachers who are at the bottom
854 of their column and therefore not eligible for a step will be given a \$250 longevity
855 payment instead of a step.

856 G. Horizontal Increments

857

858 If the written employee request, accompanied by the course work requirements are
859 completed and verified with official college or university transcripts by December 1,
860 salary adjustments will include retroactive pay to the beginning of the contract year. If
861 the written employee request, accompanied by the course work requirements are
862 completed and verified with official college or university transcripts by April 15th, salary
863 adjustments will include retroactive pay to the beginning of the 2nd semester.

864

865 Courses for horizontal movement must be graduate level courses all courses must be
866 from a nationally accredited college or university approved by the Superintendent.
867 Courses must be directly related to the teacher's professional development. Courses
868 must be quality course work at the graduate level, and must be directly related to
869 teaching. All courses must be approved by the Superintendent.

870

871 H. Extra Duty

872

873 Extra Duty pay for teachers shall be the same as indicated in Extra Duty Salary Schedule
874 and by this reference incorporated herein.

875

876 I. PERS

877

878 The District shall "pick up" the six percent (6%) professional educator contribution
879 required by PERS (Ch. 238)/ OPSRP (Ch. 238(a)). The parties agree that professional
880 educator compensation has been reduced in order to generate the funds needed to
881 make these professional educator contributions.

882

883 The full amount of required professional educator contributions paid pursuant to
884 Section I1, above, shall be considered as "salary" with respect to PERS/OPSRP for the
885 purpose of computing a professional educator member's "final average salary" and shall
886 also be considered as "salary" for the purpose of determining the amount of
887 professional educator contribution required to be contributed pursuant to state law.

888

889 In the event that during the life of this Agreement it becomes impossible for reasons of
890 law, regulation or decisions of the courts for the District to make contributions to
891 PERS/OPSRP on behalf of professional educators as described above, then:

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Six percent (6%) shall be added to each cell of the salary schedule and the salary schedule shall be recomputed on the same index to be effective prospectively;

The District shall be relieved of its obligation to pay the six percent (6%) professional educator contribution required by ORS Ch. 238/ Ch. 238(a).

The District shall deduct the professional educator contribution required by PERS (Ch. 238)/ OPSRP (Ch. 238(a)) from each professional educator’s pre-tax gross wages.

The District agrees to adopt a School Board resolution to make an election under the IRS code to allow a pre-tax deduction of the six percent (6%) professional educator contribution required by PERS (Ch. 238)/ OPSRP (Ch. 238(a)). Such deduction shall be made from each professional educator’s pre-tax gross wages.

All other compensation (e.g. hourly rates, extra duty, and extended duty) shall be considered as “compensation” and shall be determined in accordance with Appendix B: Extra Duty Pay.

ARTICLE 18
Leaves

A.

Sick Leave:

The accumulation of sick leave shall be as provided by the current applicable state law. Paid sick leave for members of the bargaining unit is accrued at the rate of ten (10) days per year or one (1) day per full month worked, whichever is greater. Sick leave days are credited to a full time teacher at the beginning of the school year or upon employment, whichever occurs later. Part time teachers will earn sick leave on a pro-rated basis as established by applicable state sick leave laws. When a teacher has used up all accrued sick leave and protected FMLA/ OFLA leave and there is a definite prospect that the teacher will not return to work, the Board may place the teacher on leave without pay for the remainder of the school year, or until the teacher is certified by a physician to return to work.

Sick leave may be awarded for all reasons allowed under applicable state leave laws.

927 The District will comply with the Oregon Family Leave Act (OFLA) and the Family Medical
928 Leave Act (FMLA). Medical certification is required to be completed prior to accessing
929 leave under FMLA/OFLA. Accrued sick leave will run concurrently with leave taken in
930 accordance with these laws. The District will allow an employee to use paid sick leave
931 for any leave that is covered under FMLA/OFLA and SB 454.

932 A sick leave absence that requires substitute coverage must be taken in 4 or 8 hour
933 increments. If an in house substitute is used the absence can be taken in 1 hour
934 increments.

935
936 Each Licensed staff member will be allowed to contribute up to two (2) of his or her own
937 accrued sick leave days per year to any other Licensed employee. The receiving person
938 must have exhausted all of his or her own paid leave before receiving contributed sick
939 leave from a licensed employee and may not receive more than 40 total donated sick
940 leave hours in one school year.

941

942 B. Jury Duty Leave:

943 An employee shall be granted leave with pay for service upon a jury. Any payment for
944 such service, other than mileage, will be turned over to the District by the employee.

945

946 C. Bereavement:

947 Teachers shall be granted up to five (5) days at any time in the event of death of a
948 teacher's immediate family (including spouse, child, parents, brother, sister,
949 grandparents, grandchild, and any other person making permanent residence in the
950 household). In addition, under SB 454 and OFLA a teacher may access an additional 5
951 days of paid sick leave for the death of an immediate family member. Teachers shall be
952 granted up to three (3) days for any close relatives (including son-in-law, daughter-in-
953 law, father-in-law, mother-in-law, brother-in-law, and sister-in-law). All other
954 bereavement leave granted will be at the discretion of the Superintendent.

955

956 It is understood that additional days in which the teacher is emotionally unfit to work
957 would be granted under the sick leave provisions.

958

959 D. Personal Leave:

960 Three days of paid personal leave per year, non-cumulative, will be allowed each
961 teacher. Teachers shall be required to give notice of intent to use this leave and the

962 general purpose for which the leave is to be used. At the end of the contract year the
963 District will grant \$100 to the employee for each unused personal day.

964
965 Notification of intent to use personal leave shall be submitted via the online absence
966 management system. The employee is responsible for not submitting a request for
967 more personal days than this leave allows. Except for accident or emergency involving
968 an employee's family or property, notification shall be submitted at least three (3)
969 working days in advance of the proposed leave and a substitute assigned in the absence
970 system. In the case of emergency use of personal leave, an email will be sent to the
971 building secretary and administration requesting use of emergency personal leave and
972 entry of the leave in the substitute management system.

973
974 Such leave may be claimed in increments of not less than one-half of the normal school
975 day. Such days may not be used for extending the following school holiday breaks
976 (Labor Day, Thanksgiving Break, Winter Break, Spring Break or Memorial Day). At the
977 discretion of the superintendent, exceptions may be granted.

978

979 E. Parental Leave:

980 Parental leave shall be granted in accordance with applicable leave laws.

981

982 F. Military Leave:

983 Employees who enter the armed services shall be granted a leave of absence subject to
984 the provision of Oregon law.

985

986 G. Professional Leave:

987 With prior approval of the principal and the Superintendent, a teacher may be absent
988 without loss of pay to attend seminars and workshops.

989

990 I. Discretionary or Emergency Leave:

991 Discretionary or emergency leave, may be granted by the Superintendent for purposes
992 not otherwise covered by other District leave policies. The cost of discretionary leave to
993 the employee shall be the full cost of the teacher's substitute including any benefits and
994 will be borne by employees through payroll deduction.

995

996 For the purposes of determining and computing time for leaves of absence, a "day" of
997 leave shall be the amount of time assigned to the teacher's regular day of work.

998 J. Association Leave:

999 Upon request the Board may grant up to 2 days leave per school year to two Association
1000 building representatives to attend Association related training. The association shall
1001 bear the cost of the substitute.

1002
1003 K. Leave / Cancelled School

1004 Paid leave shall not be charged if school is cancelled. All leave entered in the absence
1005 management system for a closure day will be reversed.

1006
1007 L. Leave of Absence

1008 Upon request by a teacher, leaves of absence without pay for periods up to three (3)
1009 months may be granted with the approval of the Superintendent.

1010
1011 The Board may grant an unpaid leave of absence over three (3) months and up to one
1012 (1) year, unless the law allows for a longer period.

1013
1014 **ARTICLE 19**
1015 **Fringe Benefits**

1016 A. Medical/Dental/Vision Insurance:

1017 The District will provide a medical, vision and dental insurance plan for teachers. Any
1018 participation requirement of the carrier must be complied with.

1019
1020 Teachers working .5 FTE to .74 FTE will receive 50% of the District Benefit toward
1021 coverage.

1022
1023 Teachers working .75 FTE or over will receive 100% of the District Benefit toward
1024 coverage.

1025
1026 The District will pay \$1350 during the first 2 years of the contract and \$1450 in the third
1027 year of the contract towards Medical, Dental and Vision Insurance premiums.

1028
1029 B. Insurance Opt-Out Benefit

1030 In accordance with the requirements established by the District's insurance provider
1031 members with dual coverage insurance may "opt out" with proof they are already
1032 covered by other group insurance through a spouse or domestic partner. To avoid
1033 jeopardizing the rate participation, requirements specified by the carrier must be met.

1034 Members wishing to opt out may do so on a first come, first serve basis. There should
1035 be an annual open enrollment period in September of each year to allow eligible
1036 employees the opportunity to opt out of insurance coverage. If an eligible employee
1037 chooses to opt out of insurance coverage, the decision to opt out shall be effective until
1038 the next open enrollment period. If an employee loses insurance coverage through a
1039 spouse or domestic partner, they must notify the District and immediately reenroll for
1040 insurance coverage. An eligible employee who opts out of insurance by meeting the
1041 above requirements shall receive a monthly stipend equal to 30% of District's monthly
1042 contribution towards insurance in lieu of the contractual District benefit. The stipend
1043 will be considered taxable income.

1044

1045 C. Oregon Educator Benefit Board

1046 Upon entering into OEGB, the benefit program(s) identified shall be provided only in
1047 accordance with the underwriting rules and regulations set forth by the carrier(s) in the
1048 policy/policies retained by the policyholder. If there is a substantial change in plan
1049 design by the OEGB the parties will enter into interim negotiations pursuant to ORS
1050 243.698.

1051

1052 It is understood and agreed that any employee eligible for insurance coverage under any
1053 plan offered by OEGB, but who does not meet the requirement for eligibility under this
1054 contract, will not be eligible to receive any District contribution. Furthermore, by
1055 enrolling in any of the plans any employee who is ineligible for the District contribution
1056 agrees to a payroll deduction for the full premiums of selected plans including any
1057 administrative fees.

1058 District contribution of funds may only be used towards the purchase and/or fees of
1059 primary Medical, Dental, or Vision Insurance. No part of the District contribution may
1060 be used towards administrative fees imposed by OEGB for any other coverage not listed
1061 above or any other costs associated with the insurance program(s) beyond the
1062 negotiated contribution. No "unused employer contribution" funds may be used
1063 toward other coverage and/or paid as cash.

1064

1065 D. Early Retirement: Any member of the bargaining unit who had three (3) years of
1066 service in the District as of June, 30th, 2008, will be grandfathered into the 2007-2008
1067 early retirement benefit. No other employees will be eligible for this benefit. *(The*
1068 *retirement benefit is listed below only as a reference for employees who were*
1069 *grandfathered into the plan);*

1070 (Any employee with ten (10) years of service in the District and qualifies for early
1071 retirement through PERS, may retire and receive up to \$350 per month for a maximum
1072 of seven (7) years, to be applied toward the Retiree Insurance Plan(s) available through
1073 the District carrier. The employee must select early retirement at one of three specific
1074 times based on eligibility under PERS rules:

- 1075
- 1076 1. When the employee completes thirty (30) years of service;
 - 1077 2. when the employee reaches age 55 by Labor Day of the year; or
 - 1078 3. when the employee reaches age 58 by Labor Day of the year.
- 1079

1080 The employee shall give the District written notice of his/her intent to retire by April 15,
1081 prior to retirement. Actual retirement from the District must occur at the end of a school
1082 year.

1083

1084 The monthly payment by the District will cease when the employee dies, obtains health
1085 insurance coverage through any government or employer plan, when he/she resumes
1086 participation in the Public Employee's Retirement System in any employment capacity, or
1087 when the retiree reaches age 65. (Or when the seven years of payments have been met.)
1088 The District will allow the early retiree to maintain group medical/dental/vision
1089 insurance through the District policy, if available at the expense of the retiree until age
1090 65.)

1091

1092 **ARTICLE 20**
1093 **Work Stoppage**

1094 A. **No Strike:**

1095 The Association will not authorize, cause, engage in or sanction any form of illegal
1096 concerted work stoppage during the life of this agreement.

1097

1098 B. **No Lockout:**

1099 The District agrees that during the term of this agreement, there will be no lockout of
1100 employees.

1101

1102 C. **Negotiations:**

1103 Exception to this Article may occur only as a result of negotiations in accordance with
1104 ORS 243.650 to 243.782 and pursuant to ARTICLE 3 - Maintenance of Standards, of this

1105 agreement.

1106

1107

ARTICLE 21

1108

Corrective Action Guidelines

1109

1110 A. Progressive Discipline: This agreement does not determine what level of discipline
1111 should be imposed, but the District shall follow the principles of progressive discipline.
1112 The discipline will be determined by the District based upon the specific circumstances
1113 of the situation. The District, school or principal should use corrective action when a
1114 teacher has violated a work rule, job duty or responsibilities, or where other good or
1115 just cause exists. These rules and directives should be communicated verbally, or in
1116 writing to the teachers, and cannot conflict with law, District policy or the terms of the
1117 Agreement.

1118

1119 B. Schedule Meeting: The designated school administrator will schedule a meeting with
1120 the teacher at a date, time and location designated by the District after giving advance
1121 notice to the teacher that the meeting might reasonably result in corrective action. The
1122 teacher will make every effort to attend the meeting as scheduled by the District, but in
1123 the even he/she is unable to attend at the designated time, the employee shall inform
1124 the designated school administrator so that the meeting may be rescheduled within a
1125 reasonable period of time (usually within 48 hours). The teacher may elect to be
1126 accompanied at this meeting by an Association representative; all meetings will be
1127 scheduled outside of school hours or the Association representative shall be permitted
1128 to conduct Association business directly related to the meeting during school hours. If
1129 the teacher fails to give notice of his/her inability to meet and fails to meet with the
1130 designated school administrator at the designated date, time and location, such failure
1131 will not limit the District's right to implement corrective action in accordance with this
1132 Agreement.

1133

1134 Corrective action may include one or a combination of the following:

1135

1136 1. **Letter of Expectation:** constitutes written notice to the teacher that certain types of
1137 behavior are prohibited and that future misconduct may result in more serious
1138 corrective action or other discipline. The document will include: Teacher's name; date;
1139 general area of concern e.g., "It is expected that teachers at the Yamhill Carlton School
1140 District will report to work as scheduled." Letters of Expectation will not be considered

- 1141 disciplinary.
- 1142
- 1143 2. **Letter of Directive:** constitutes written notice to the teacher that certain types of
- 1144 behavior are prohibited and that future misconduct may result in more serious
- 1145 corrective action or other discipline up to and including dismissal. The document will
- 1146 include: Teacher's name; date; situation needing improvement; facts of the situation
- 1147 (what, where, when, who); any previous discussions and instructions with the teacher
- 1148 on this situation; the actions to be taken; reasonable period of time, if appropriate, to
- 1149 correct behavior; the consequences for failure to correct the behavior; and a statement
- 1150 advising the teacher of the right to attach a written explanation. A copy of this letter will
- 1151 be placed in the teacher's personnel file. The teacher must be told of such decision and
- 1152 provided with an opportunity to review the letter of Directive and to sign the copy of
- 1153 the letter as an acknowledgement of receipt. If the teacher refuses or fails to sign the
- 1154 copy of the letter of directive, the letter will still be placed in the teacher's personnel file
- 1155 with an indication that the teacher refused to sign the letter of directive. Any written
- 1156 explanation provided by the teacher shall be attached to the letter of directive in the
- 1157 personnel file.
- 1158
- 1159 3. **Letter of Reprimand:** constitutes written notice to the teacher that certain types of the
- 1160 teacher's behavior are prohibited and that future misconduct may result in more serious
- 1161 corrective action or other discipline up to and including dismissal. Letters should
- 1162 describe the areas of behavior needing improvement, the actions needed to be taken, a
- 1163 reasonable period of time, if appropriate, to correct the behavior; the consequences for
- 1164 failure to correct the behavior; and a statement advising the teacher of the right to
- 1165 attach a written explanation. A copy of this letter will be placed in the teacher's
- 1166 personnel file. The teacher must be provided with an opportunity to review the letter of
- 1167 reprimand and to sign the copy of the letter as an acknowledgment of receipt. If the
- 1168 teacher refuses or fails to sign the copy of the letter of reprimand, the letter will still be
- 1169 placed in the teacher's personnel file with an indication that the teacher refused or
- 1170 failed to sign the letter of reprimand.
- 1171
- 1172 The distinction between a Letter of Expectation and Letter of Directive or Letter of Reprimand:
- 1173 A Letter of Expectation may be placed in a "working file" at the discretion of the designated
- 1174 school administrator issuing the letter.
- 1175
- 1176 A Letter of Directive or Letter of Reprimand will be placed in the teacher's personnel file.

1177

1178 The distinction between a Letter of Directive and a Letter of Reprimand:

1179 A Letter of Reprimand is reserved for serious or repeated infractions at the discretion of the
1180 designated school administrator issuing the letter.

1181

1182 The issuance of Letters of Expectation and Directive are non-grieveable unless the issuance
1183 violates teacher's "Due Process" rights.

1184

1185

ARTICLE 22

1186

Funding

1187

1188 The parties recognize the revenue needed to fund the compensation and other economic
1189 provisions provided by this agreement must be provided by established budgeted procedures.
1190 All such compensation is therefore contingent upon sources of revenue. The Board has no
1191 intention of reducing the compensation specified in this agreement because of budgetary
1192 limitations, but cannot and does not guarantee any level of employment in the bargaining unit
1193 or economic compensation or benefits covered by the agreement. The Board agrees to include
1194 in its budget request sufficient to fund the compensation provided by the agreement, but
1195 makes no guarantee as to passage of such budget requests.

1196

1197 When economic conditions prevent the District from funding the terms of this contract at the
1198 current level of employment, either party may, by written letter, open the economic provisions
1199 of this contract for replacement by negotiation.

1200

1201

ARTICLE 23

1202

Effect of Agreement

1203

1204 It is understood and agreed that the specific provisions contained in this Agreement shall be
1205 adopted by the Board and shall prevail over District practices and procedures with which they
1206 are specifically in conflict and will also prevail over conflicting state laws, only to the extent
1207 permitted by state law. In the absence of specific restrictive provisions in this Agreement, the
1208 District shall be free to continue, alter, or institute practices or procedures as seen fit, provided,
1209 however, that no practices or procedures shall be contrary to law or the terms of this
1210 Agreement.

1211

1212 All teacher contracts shall conform to the terms of this Agreement.

ARTICLE 24
Savings Clause

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If any portion or provision of this contract is held to be illegal or invalid by operation of law, or if compliance with or enforcement of any provision should be restrained by law, the remainder of the agreement shall not be affected thereby. Upon request of either party, negotiations may be reopened on that item only to arrive at a mutually satisfactory replacement for such portion or provision.

SIGNATURE PAGE

1243

1244

1245 EXECUTED ON the date of signature by the parties.

1246

1247 Representing Yamhill Carlton School District No. 1

1248


Susan Fitzgerald, Chairman of the Board

10-2-19
Date


Charan Cline, Superintendent

10/3/2019
Date

1249

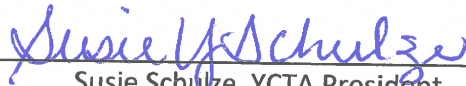
1250 Representing Yamhill Carlton Teachers Association:

1251

1252


Evan Wickersham, Spokesperson YCTA

9/17/19
Date


Susie Schulze, YCTA President

9/17/19
Date

1253

1254

1255

1256

1257

1258

1259

**Yamhill Carlton School District
Licensed Salary Schedule
2019-2020**

Appendix A

				BA+60	BA+83	BA+105	
	BA	BA+24	BA+45	MA	MA+23	MA+45	
Hired after 7/1/2001				BA+60	BA+105		
	BA	BA+24	BA+45	MA	MA+23	MA+45	
1	38,293	39,684	41,072	42,462	43,852	45,241	1
2	39,684	41,072	42,462	43,852	45,241	46,633	2
3	41,072	42,462	43,852	45,241	46,633	48,022	3
4	42,462	43,852	45,241	46,633	48,022	49,411	4
5	43,852	45,241	46,633	48,022	49,411	50,802	5
6	45,241	46,633	48,022	49,411	50,802	52,191	6
7	46,633	48,022	49,411	50,802	52,191	53,581	7
8	48,022	49,411	50,802	52,191	53,581	54,969	8
9	49,411	50,802	52,191	53,581	54,969	56,360	9
10	50,802	52,191	53,581	54,969	56,360	57,751	10
11	52,191	53,581	54,969	56,360	57,751	59,140	11
12		54,969	56,360	57,751	59,140	60,530	12
13		56,360	57,751	59,140	60,530	61,919	13
14			59,140	60,530	61,919	63,308	14
15			60,530	61,919	63,308	64,696	15
16			61,919	63,308	64,696	66,087	16
17			63,308	64,696	66,087	67,478	17
18			64,696	66,087	67,478	68,868	18
19					68,868	70,257	19
20						71,649	20
21						73,033	21

Updated August 2019

**Yamhill Carlton School District
Licensed Salary Schedule
2020-2021**

Appendix A

				BA+60	BA+83	BA+105	
	BA	BA+24	BA+45	MA	MA+23	MA+45	
Hired after 7/1/2001				BA+60	BA+105		
	BA	BA+24	BA+45	MA	MA+23	MA+45	
1	39,250	40,676	42,099	43,524	44,948	46,372	1
2	40,676	42,099	43,524	44,948	46,372	47,799	2
3	42,099	43,524	44,948	46,372	47,799	49,223	3
4	43,524	44,948	46,372	47,799	49,223	50,646	4
5	44,948	46,372	47,799	49,223	50,646	52,072	5
6	46,372	47,799	49,223	50,646	52,072	53,496	6
7	47,799	49,223	50,646	52,072	53,496	54,921	7
8	49,223	50,646	52,072	53,496	54,921	56,343	8
9	50,646	52,072	53,496	54,921	56,343	57,769	9
10	52,072	53,496	54,921	56,343	57,769	59,195	10
11	53,496	54,921	56,343	57,769	59,195	60,619	11
12		56,343	57,769	59,195	60,619	62,043	12
13		57,769	59,195	60,619	62,043	63,467	13
14			60,619	62,043	63,467	64,891	14
15			62,043	63,467	64,891	66,313	15
16			63,467	64,891	66,313	67,739	16
17			64,891	66,313	67,739	69,165	17
18			66,313	67,739	69,165	70,590	18
19					70,590	72,013	19
20						73,440	20
21						74,859	21

Updated August 2019 - 2.5% Increase

**Yamhill Carlton School District
Licensed Salary Schedule
2021-2022**

Appendix A

				BA+60	BA+83	BA+105	
	BA	BA+24	BA+45	MA	MA+23	MA+45	
Hired after 7/1/2001				BA+60	BA+105		
	BA	BA+24	BA+45	MA	MA+23	MA+45	
1	40,231	41,693	43,151	44,612	46,072	47,531	1
2	41,693	43,151	44,612	46,072	47,531	48,994	2
3	43,151	44,612	46,072	47,531	48,994	50,454	3
4	44,612	46,072	47,531	48,994	50,454	51,912	4
5	46,072	47,531	48,994	50,454	51,912	53,374	5
6	47,531	48,994	50,454	51,912	53,374	54,833	6
7	48,994	50,454	51,912	53,374	54,833	56,294	7
8	50,454	51,912	53,374	54,833	56,294	57,752	8
9	51,912	53,374	54,833	56,294	57,752	59,213	9
10	53,374	54,833	56,294	57,752	59,213	60,675	10
11	54,833	56,294	57,752	59,213	60,675	62,134	11
12		57,752	59,213	60,675	62,134	63,594	12
13		59,213	60,675	62,134	63,594	65,054	13
14			62,134	63,594	65,054	66,513	14
15			63,594	65,054	66,513	67,971	15
16			65,054	66,513	67,971	69,432	16
17			66,513	67,971	69,432	70,894	17
18			67,971	69,432	70,894	72,355	18
19					72,355	73,813	19
20						75,276	20
21						76,730	21

Updated August 2019 - 2.5% Increase

1260 **Yamhill Carlton School District**
 1261 **Extra Duty Contract Job Descriptions**
 1262 **Effective July 1, 2019**

1263

1264 **WEB Coordinator** - Teacher prepares and trains 8th grade students to mentor and support
 1265 students who are new to the Intermediate School. The teacher creates a system to select and
 1266 train the WEB students. It is expected that the training of students will take place during
 1267 noncontract hours.

1268

1269 **IS Student Council/Activities** - The teacher occasionally works after school with students' in
 1270 leadership activities that benefit the intermediate school.

1271

1272 **Theater Arts Director** - The teacher is responsible for after school Musical and Drama
 1273 productions at YCIS and YCHS. At a minimum this should include:

- 1274 1. 2 yearly productions that involve selected students 7-12. These students may or may
 1275 not include students that are in drama electives.
 1276 2. 1 spring performance that includes selected students 1-8. These students may or may
 1277 not include students that are in drama electives.
 1278 3. Drama Coaches - This funding is for hiring technical assistants that are used for
 1279 productions. For instance, a piano accompanist, a lighting specialist, etc.

1280

1281 **YCES Stage Performances --**

- 1282 1. The instructor will complete five (5) evening stage class performances for grades K-4.
 1283 2. YCES Stage Productions Sound Assistant – This funding is for hiring an assistant for the
 1284 elementary productions.

1285

1286 **Academic Coaching** - These positions are for teachers who desire to run academic programs
 1287 that require an extended time commitment beyond the classroom. The program must have a
 1288 significant student performance component to it. The student performance component can be
 1289 arranged in one of two ways:

- 1290 1. It can connect to a statewide or national organization that has a competition or
 1291 cumulative event associated with it.
 1292 ▪ Examples include: Mock Trial, Model United Nations, Battle of the Books,
 1293 Lego Robotics, First Robotics, Geography Bee, etc.
 1294 2. The program could also have a focused skill the students are learning that will
 1295 conclude with a culminating project.

- 1296 ▪ Examples include: The I3 Academy, A computer club where the students
1297 are learning to build a computer, A gardening club where the students
1298 are producing plants for sale, etc.
- 1299 3. The students involved must meet outside the normal school hours for a
1300 significant part of their practice or preparation.
- 1301 ▪ The program must be open to participation for students from multiple
1302 grade levels.
- 1303 ▪ The program must be open to all students in the school district that the
1304 program is designed to serve and cannot be exclusive to students in a
1305 single course. For instance, students involved in Battle of the Books
1306 cannot be limited to Advanced English Classes.
- 1307 ▪ When an academic activity extends into qualified post-season
1308 competition, an extended extra-duty salary will be paid equal to .5% for
1309 Academic Advisors.

1310

1311 **Athletic Coaches** – When an athletic activity extends into qualified post-season competition, an
1312 extended extra-duty salary will be paid equal to 1% for Varsity Head Coaches and .5% for
1313 Assistant Coaches.

1314

1315 **Instrumental Music Director** - The teacher is required to produce after school performances
1316 by students in the instrumental music classes. The director shall meet with students outside
1317 of the class period/school day, as necessary, in order to prepare students for honor groups,
1318 solo/ensemble festivals, etc. This shall also include helping students record auditions for
1319 same.

- 1320 1. Each advanced ensemble should perform at least three times per academic
1321 year, dates to be determined at the professional discretion of the Director.
- 1322 2. Each beginning ensemble will perform at the professional discretion of
1323 the Director.
- 1324 3. A pep band should be scheduled to play at each home varsity football
1325 game while school is in session and at least 50% of both the girl's and
1326 boys' varsity home league basketball games after Winter Break.
1327 "Double headers" will count as two separate games. The total number
1328 of football and basketball games that the band performs at, excluding
1329 playoff games, shall not exceed 14 and a limit of one performance
1330 obligation per week should be maintained.

1331 **SPED** - Special Education teachers are required to conduct frequent IEP meetings and some
1332 student assessments after hours. This extra duty position acknowledges that requirement of
1333 extra time.

1334

1335 **Alliance Academy -**

1336 1. AA Coordinator of Extra Duty teachers who serve students beyond the target enrollment
1337 of 40.

1338 • The Coordinator supports extra-duty teachers who are serving students not
1339 assigned to full time AA teachers.

1340 2. The district reserves the right to add a new, full time teacher for the program with every
1341 50 students in the program. A meeting will be held annually to discuss enrollment
1342 numbers, the potential need for additional teachers and/or coordinator workload
1343 adjustments.

1344 3. Extra-Duty Teachers of AA students beyond the enrollment of 40. These are teachers
1345 who have a regular teaching assignment during the regular business hours. They are
1346 expected to serve the AA students after regular hours, but may use YCSD facilities and
1347 equipment to do so.

1348 • Teachers are paid on a monthly basis for the number of students they serve
1349 during the month. Extra Duty teachers can serve up to 10 students each if
1350 they are a full time teacher and part time teachers can serve up to 20.

1351 • 1st year teachers that are also 1st Year Probationary teachers will be excluded
1352 from AA Extra Duty opportunities.

1353 4. AA Director (Administrator) will make the decisions on which teachers get students for
1354 Extra Duty and will do their best to distribute them equitably. Keeping families together
1355 with one teacher will be a priority.

1356 5. Reasonable deviations from the guidelines listed above will be considered and up to the
1357 AA Director.

1358

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**Yamhill Carlton School District
Extra-Duty Contracts*
2019-2022**

Appendix B

		2019-20	2020-21	2021-22
	BASE	\$ 38,293	\$ 39,250	\$ 40,231
High School Level				
Athletic Director	18%	\$ 6,893	\$ 7,065	\$ 7,242
HS Head Coach (12)	13%	\$ 4,978	\$ 5,103	\$ 5,230
FFA Advisor	12%	\$ 4,595	\$ 4,710	\$ 4,828
HS Assistant Coach (18)	9%	\$ 3,446	\$ 3,533	\$ 3,621
Competition Cheer Coach	8%	\$ 3,063	\$ 3,140	\$ 3,218
Yearbook Advisor	4%	\$ 1,532	\$ 1,570	\$ 1,609
Student Council/Activities Advisor	4%	\$ 1,532	\$ 1,570	\$ 1,609
Jr Class Advisor	4%	\$ 1,532	\$ 1,570	\$ 1,609
Sr. Class Advisor	4%	\$ 1,532	\$ 1,570	\$ 1,609
National Honor Society Advisor	2%	\$ 766	\$ 785	\$ 805
Distance Learning Coordinator		\$ 5,000	\$ 5,000	\$ 5,000
Intermediate Level				
Athletic Director (1)	8.0%	\$ 3,063	\$ 3,140	\$ 3,218
Intermediate School Coach (18)	6.5%	\$ 2,489	\$ 2,551	\$ 2,615
Outdoor School Coordinator (1)	4.0%	\$ 1,532	\$ 1,570	\$ 1,609
Outdoor School Stipend (2)	3.5%	\$ 1,340	\$ 1,374	\$ 1,408
WEB Coordinator	2.0%	\$ 766	\$ 785	\$ 805
IS Student Council/Activities	2.0%	\$ 766	\$ 785	\$ 805
Elementary Level				
YCES Stage Performances	2.0%	\$ 766	\$ 785	\$ 805
YCES Stage Production Sound Assistant	1.0%	\$ 383	\$ 393	\$ 402
District Wide				
Curriculum work	0.085%	\$ 32.55	\$ 33.36	\$ 34.20
Miscellaneous Supervision	0.05%	\$ 19.15	\$ 19.63	\$ 20.12
Theater Arts Director	14%	\$ 5,361	\$ 5,495	\$ 5,632
Drama Coach	Up to 10%	\$ 3,829	\$ 3,925	\$ 4,023
Academic Coaching (7)	5.4%	\$ 2,068	\$ 2,120	\$ 2,172
Teacher Leader (6)	5.4%	\$ 2,068	\$ 2,120	\$ 2,172
Instrumental Music Director	10%	\$ 3,829	\$ 3,925	\$ 4,023
Special Ed Teachers	5%	\$ 1,915	\$ 1,963	\$ 2,012
Alliance Academy				
Coordinator		\$ 6,500	\$ 6,500	\$ 6,500
Extra Duty Teachers (Per Student / Per Month)	0.4%	\$ 153	\$ 157	\$ 161
Extra Contract Days				
HS Counseling - Total for All	Up to	6 days	6 days	6 days
Media Specialist	Up to	4 days	4 days	4 days
FFA Extended Contract	Up to	40 days	40 days	40 days
IS Dean of Students	Up to	3 days	3 days	3 days
Special Ed Teachers	Up to	2 days	2 days	2 days

Updated August 2019

* In times of economic crisis either State wide or locally, the District reserves the right not to fill Extra-duty Contracts.