

1 CONTRACT BETWEEN
2 THE YAMHILL CARLTON TEACHERS ASSOCIATION
3 And
4 THE YAMHILL CARLTON SCHOOL DISTRICT NO. 1
5
6

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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 16th day of August 2016, 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 2016-2017 school year through the 2018-2019 school year. Salaries are set for all three years of this contract. The benefits level was negotiated to remain the same at \$1309 for the duration of the contract. In addition the salary schedule for 2016-2017 school year was increased by 3%. There will also be a salary increase of 3% in the 2017-2018 and 2018-19 school year. If Alliance Academy Enrollment is increased additional salary increase may be applied. See Appendix C for conditions of increase. Language is set for all three years of this contract. The District and Association will reopen full contract negotiations by January 15, 2019.

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.

76 Supervisors, confidential employees, classified staff and substitutes are excluded from the
77 bargaining unit.

78
79 B. Teachers shall have the right to organize, join and assist the Association, to participate in
80 professional negotiations with the District through representatives of their own choosing.
81

82 C. This Agreement shall take precedence over any policies, rules, regulations, procedures or
83 practices of the District, which is contrary with the terms of this Agreement.
84

85 D. There shall be two signed copies of the final Agreement for the purpose of records. One
86 shall be retained by the District and one by the Association. Within one month of
87 ratification of this Agreement by both parties, the District agrees to print sufficient copies
88 of this Agreement for all employed teachers and agrees to deliver those copies to the
89 Association for distribution to the teachers.
90

91 E. The District will provide each newly employed teacher a copy of this Agreement upon
92 notification of hiring.
93

94 **ARTICLE 2**

95 **Negotiation of a Successor Agreement**

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97 A. Deadline Date
98 The parties agree to enter into bargaining over a successor Agreement no later than
99 January 15, 2019. Any Agreement so negotiated shall be reduced to writing after
100 ratification by the parties.
101

102 B. Modification
103 This Agreement shall not be modified in whole or in part by the parties except by an
104 instrument, in writing, duly executed by both parties.
105

106 **ARTICLE 3**

107 **Association Rights**

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109 A. The Association may transact official Association business on school District
110 property, outside the workday, and use school District facilities and equipment with
111 prior approval of the Superintendent. Association members may use the e-mail
112 system to communicate with the administration during the regular workday, so long

113 as it is not done during student contact time. It is understood that internal Association
114 communications will be done outside the regular workday.

115
116 B. Upon request, the District shall furnish the Association readily available public
117 information needed for its use as an exclusive bargaining representative for the
118 purpose of negotiations. The District reserves its right under Oregon’s Public
119 Records and Collective Bargaining laws to charge reasonable costs for locating
120 and/or copying such information.

121
122 C. A teacher engaged during the school day on behalf of the Association with any
123 representative of the District, or participating in any professional grievance
124 negotiation, including mediation or arbitration, shall be released from regular duties
125 and allowed to use Association Leave when such activities are required by a mediator
126 or arbitrator.

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128 **ARTICLE 4**
129 **Maintenance of Standards**

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

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138 **ARTICLE 5**
139 **District Rights**

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

- 145
146 1. To the executive management and administrative control of the school system;
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148 2. To hire all employees, to determine their qualifications, and the conditions for their
149 continued employment, or their demotion; and to promote and transfer all such
150 employees;

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3. To determine staffing levels in accordance with the express terms of this agreement.
4. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the District;
5. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature;
6. To determine class schedules, hours of instruction, the co-curricular activities, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and the terms and conditions of employment.

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

ARTICLE 6
Teacher Rights

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

1. The Association and District acknowledge the fundamental need to protect teachers from any unreasonable censorship or restraint, which might interfere with their obligation to perform their prescribed teaching function within the parameters of the curriculum set by the Board of Directors and/or State of Oregon law.
2. No teacher shall be formally disciplined without first being informed of the charges and given an opportunity to meet with the charging party and respond to those charges. The employee's response may be verbal or in writing. After a decision is finalized, the employee will be given written notification thereof.
3. If the teacher disagrees with the final administrative decision in Section B, he/she may enter the Grievance Procedure at Level C and may process the grievance according to the grievance procedure of this Agreement.

- 189 4. Sections ‘B’ and ‘C’ of this Article shall not apply to the nonrenewal or dismissal of a
190 probationary teacher.
- 191 5. Reprimands shall be made privately and not in the presence of students, parents,
192 teachers or members of the community unless the district, for reasons of safety or
193 protection of property determines that circumstances warrant immediate action to
194 interrupt employee misconduct.
- 195
- 196 6. a) When a teaching position is vacated by a teacher, in-building transfers of current
197 personnel will be made by the building administrator to improve the instructional
198 capabilities of the staff or to balance the budget. Any in-building transfers made
199 under this provision shall comply with applicable provisions of the contract.
- 200 b) If an open position becomes available, the position will be advertised in-house to
201 all district staff by an email posting and a physical advertisement posted in all district
202 staff rooms for a period of 3 business days. The entire internal hiring process should
203 be completed within 10 business days.
- 204 c) “In-house applicants” shall include currently highly qualified personnel employed
205 in a “contract” status from any school within the district. A teacher on
206 “probationary” status will not be deemed to be qualified. Qualified teachers must be
207 willing to submit their past evaluations to the whole hiring team.
- 208 d) Teachers who meet these requirements will be considered first for the position by
209 the administration and school board. A formal interview process will be conducted
210 with all interested and currently qualified personnel. The hiring team shall consist of
211 administrative and certified personnel.
- 212 e) If an in-house applicant is deemed by the hiring team to be the right “fit” for the
213 position, the in-house applicant shall be offered the position. The subsequent
214 teaching vacancy will trigger the process set forth above again.
- 215 f) If no in-house applicant is deemed to be the right “fit” for the position by the
216 hiring team, the hiring team will provide a written explanation to each in-house
217 applicant, explaining why the in-house applicant was not the right “fit.” The position
218 will then be opened to outside applicants.
- 219 g) This process will apply to regular positions only. This process will not be used
220 for temporary or substitute positions.
- 221 h) The District will continue to maintain the right to make final assignments.
- 222
- 223 7. Voluntary transfer: A request for transfer to a different grade level, position or
224 building shall be made in writing. If the request is for a different building, the request
225 shall be sent to the principal of that building and at the same time an identical copy

226 shall be sent to the teacher's present principal. If the request applies to the building in
227 which the teacher is working, the request shall specifically set forth the exact and
228 accurate reasons for the transfer, the specific position sought, the applicant's interest
229 in that position. The request for transfer shall be made within ten (10) days of
230 vacancy being posted. Applications for transfer shall be renewed annually in order to
231 remain valid. The District will notify the teacher of the disposition of the request
232 within thirty (30) days of the request being made.
233

- 234 8. Involuntary Transfer: Whenever possible, if the District anticipates an involuntary
235 transfer may be necessary, they will give notice of the potential transfer to any
236 potentially affected teacher within five (5) working days of this determination. The
237 appropriate administrator shall meet with the affected teacher(s) for the following
238 purposes:
- 239 a. The District will inform the teacher of the decision for the potential
240 transfer;
 - 241 b. The District will inform the teacher of any known vacancies;
 - 242 c. The teacher can give input on his/her preferences with any new
243 assignment and/or apply for a voluntary transfer as outlined above.
244

245 After considering all such input, the District shall make their final decision within ten
246 (10) days of notification, regarding the involuntary transfer and must inform the
247 teacher in writing of their decision. In the case of an involuntary transfer the affected
248 teacher shall be given one additional contract day. Additional days may be granted at
249 the discretion of the Superintendent.
250

- 251 9. Personnel Files: The personnel file shall be kept by the District in accordance with
252 ORS 342.850 in which they are open for inspection by the teacher, the teacher's
253 designees and the Board's designees.
254
- 255 10. Evaluation of Students: The teacher shall maintain the responsibility to determine the
256 grades earned by students within the teacher's grading guidelines as approved by the
257 Superintendent or his/her designee. No grade of a student shall be changed without
258 having first been submitted and approved by a committee consisting of the teacher,
259 principal and another teacher appointed by the Association. The committee so
260 selected may establish its own procedure for examining material and gathering
261 information from which to make a decision. Either party may appeal the decision to
262 the School Board which retains the final decision making authority for all grades.
263 The School Board's decision shall not be subject to the grievance procedure.

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ARTICLE 7
Evaluations

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

ARTICLE 8
Fair Share

The District and Association agree to include “Fair Share” in the current contract with the following stipulations/conditions:

1. At the time this contract expires or is terminated, the “Fair Share” provision will cease to exist and would not be placed in any new or replacement agreement unless both the Association and District agree to do so;
2. The maximum amount required to be paid by any employee will be \$300 per year for 16/17, 17/18 and 18/19 prorated according to FTE;
3. At any time during the contract period should the YCTA (Yamhill Carlton Teachers Association) be replaced by any other representation, the “Fair Share” provision ceases to exist immediately;
4. The fact that a “Fair Share” provision is in the contract would not be cited or used as a basis for continuing it in any new contract should negotiations end up in fact-finding or arbitration.

ARTICLE 9
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. Additionally, this “Just Cause” provision does not apply to retention or non-retention in extra duty positions.

ARTICLE 10
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.
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.

- 340 2. All parties should attempt to complete the procedures by the end of the school year.
341 The parties shall make good faith effort to shorten the number of days provided at the
342 various steps in order to finish by the end of the school year and avoid, if possible,
343 carrying the process into the summer vacation period or the following school year.
344
- 345 3. All parties in interest have a right to consultants or representatives of their own
346 choosing at each level of these grievance procedures.
347
- 348 4. There shall be no restraint, interference, discrimination, or reprisal exerted on any
349 employee choosing to use these procedures for resolution of contract grievance.
350
- 351 5. Failure at any level of this procedure by the grievant to appeal a contract grievance to
352 the next level within the specified time limits shall be deemed to be acceptance of the
353 decision rendered at that level. Failure at any level of this procedure to communicate
354 the decision in writing on a contract grievance within the specified time limits shall
355 permit the grievant to proceed to the next level.
356
- 357 6. All documents, communications and records of a contract grievance will be filed in
358 the School District Office separately from the personnel files. References to the
359 records, such as summary, may be placed in the appropriate personnel file(s).
360
- 361 7. Forms for processing contract grievances shall be prepared by the Superintendent or
362 his/her designated representative in cooperation with the Association and will be
363 printed and given appropriate distribution by the parties so as to facilitate operation of
364 the grievance procedure.
365
- 366 8. In the course of investigating any contract grievance, representatives of either party in
367 interest who need to contact an employee will contact the supervisor and will state the
368 purpose of the visit.
369
- 370 9. Every reasonable effort will be made by all parties to avoid interruption of classroom
371 and/or any other school sponsored activities.
372
- 373 10. Every reasonable effort will be made by all parties to avoid the unnecessary
374 involvement of students in the grievance procedure.
375
- 376 11. All parties in interest will process contract grievances after the regular work day or at
377 other times which do not interfere with assigned duties.

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12. Each contract grievance shall have to be initiated within ten (10) 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 ten (10) 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.
14. The grievance procedure will not be used while grievant is under the jurisdiction of the courts or other enforcement agencies (e.g., BOLI). In addition, any prior resolution of a grievance will be rendered void upon an employee's subsequent resort to another forum for resolution of the same issue.

C. Levels of Grievance

1. Level One- Informal and Formal Grievance Level

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

If the grievant is not satisfied with the disposition of his/her contract grievance, he/she may file a written contract grievance with the immediate supervisor within ten (10) days following the act or condition which is the basis of his/her complaint, or if the grievant had no knowledge of said occurrence at the time of its happening, then within then (10) days of the first such knowledge.

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

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2. Level Two

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

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

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

If the grievant is not satisfied with the decision of the Superintendent, he/she may file a written appeal through the Superintendent to the School Board within ten (10) days from the receipt of the Superintendent's decision. The appeal shall state the grievant's reasons for appealing the decision of the Superintendent and request appeal to Level Three.

3. Level Three

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.

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

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

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.

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.

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

ARTICLE 11
Reduction in Force

- A. If the District determines a lay-off is necessary, it will do so in accordance with ORS 342.934 and the requirements of this Article.
- B. When considering an actual or prospective lay-off, the District shall, insofar as reasonably practicable, provide thirty (30) days written notice to the affected teacher and to the Association that such lay-off is under consideration, and provide the Association with a 10 day period to submit the Association views and perspectives prior to the Districts decision.
- C. In determining teachers to be retained when the District reduces its staff under this section, the District shall:

- 492 1. Determine whether teachers to be retained hold proper licenses and are highly
493 qualified under NCLB to fill the remaining positions.
494
495 2. Determine seniority of teachers to be retained, based on the first day of actual
496 service with the District.
497
498 3. If the District desires to retain a teacher with less seniority than a teacher
499 being released under this section, the District shall determine that the teacher
500 being retained has more competence than the teacher with more seniority who
501 is being released. For purposes of this Article, competence is defined
502 according to ORS 342.934 (9)(a), as the ability to teach a subject or grade
503 level based on recent teaching experience related to that subject or grade level
504 within the last five years, or educational attainments, or both, but not based
505 solely on being licensed to teach.
506

507 **ARTICLE 12**

508 **Recall**

- 509
510 A. The District shall advise all affected employees of their recall rights, in writing, at the
511 times of layoff under this Article.
512
513 B. While any teacher is laid off as a result of reduction in force provisions of Article 11, the
514 District will maintain a recall list which will insure the teachers, for a period of up to
515 twenty-seven (27) months, will be recalled in the reverse order of layoff, provided they
516 are qualified to teach the available position.
517
518 C. Refusal of the employee to accept an offer of recall to a particular position during the
519 twenty-seven (27) month recall period shall not affect the employee's right to be offered
520 recall for subsequent positions.
521
522 D. Teachers laid off under the provisions of this Article shall be notified by certified mail at
523 the last address of record on file with the District when positions become open for which
524 they are qualified. Teachers shall make written notice to the Superintendent within (10)
525 calendar days of the first attempted delivery of the certified notification letter if they wish
526 to return.
527
528 E. A laid off teacher shall be considered laid off until (A) reinstated in the District; (B)
529 twenty-seven (27) month listing lapses; (C) failure to respond within ten (10) calendar

530 days of notification of a written offer of a position made by the District; (D) acceptance
531 of a non-temporary position in another District.

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533 F. Benefits pertaining to layoff:

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

541

542 2. All benefits allowable by law, to which a teacher was entitled at the time of his/her
543 layoff will be restored upon his/her return to active employment, providing the new
544 position assignment makes him/her eligible in accordance with this agreement.

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546 3. The teacher will be placed at the same placement of their previous District contract.

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548 G. School Closure:

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

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ARTICLE 13

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Work Year

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557 A. The calendar shall consist of 190 contract days unless economic conditions prevent the
558 District from funding the terms of the contract as outlined in Article 23, to include five
559 (5) paid holidays. There shall be three (3) inservice non-student work days prior to the
560 first student day of which the equivalent of one and a half (1.5) days shall be specifically
561 for individual classroom preparation; however, by mutual agreement, this amount of time
562 may be altered. One non-teaching workday or two half-days at the end of each academic
563 term will be scheduled, plus a non-teaching assessment day in May. Teachers new to the
564 District shall have a 191-day contract with the extra day being devoted to orientation.

565

566 There shall be an opportunity for staff input through site councils and association
567 representatives prior to adoption of the school calendar by the School Board.

568

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

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ARTICLE 14
Work Schedules

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575 A. Workdays

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577 Regular hours for teachers shall be 8 hours per day including a continuous duty-free
578 lunch period. The District acknowledges that a change in the amount of student contact
579 time will be considered a mandatory subject of bargaining. The starting and dismissal
580 time shall be determined by the Superintendent in conjunction with the building
581 administrator. Each teacher shall have a continuous and uninterrupted 30-minute duty-
582 free lunch period. Teachers may leave the building without requesting permission during
583 their duty-free lunch period. Each full time teacher shall be entitled to a minimum of 30
584 minutes of continuous preparation time each day during student contact hours in which
585 time the District shall not impose any activities, except during an emergency situation as
586 determined by the District. Teachers will be compensated at the statewide substitute rate
587 converted to an hourly basis when requested to cover other classes or perform
588 supervisory or instructional/curricular duties during the allocated daily preparation time.
589 Each building administration will try to maintain the preparation time being provided to
590 staff.

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592 Requests for alterations from the daily schedule shall be by prior approval of the
593 Superintendent or designee.

594

595 B. Work Schedules

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

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

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

608

609 Committees, assigned and required by the District, requiring substantial time
610 commitments shall be compensated at the extra duty rate per the contract. The definition
611 of substantial time commitment shall be committee assignment which meet the following
612 criteria:

613

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

618

619 C. Travel

620

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

628

629 D. Duty

630

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

635

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638 E. If school is closed:

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

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In the event of a late start:

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 15
Payroll Deductions

- A. Association Dues: Bargaining unit members may authorize payroll deductions for the purpose of paying Yamhill Carlton Teachers Association dues. Such authorization shall be in writing and shall be given to the Business Manager prior to the monthly payroll deadline.
- B. Other Deductions: In addition to standard payroll deduction required by law, other payroll deductions, as approved by the District, may be arranged for in the business office in accordance with School Board policy. All voluntary deductions shall be in writing and shall be given to the Business Manager prior to the monthly payroll deadline.

ARTICLE 16
Travel Pay and Lodging

Travel will be paid in accordance to IRS rate guidelines and reimbursement rates set by the Board of Directors through Board Policy. Reimbursement for travel expenses, lodging, etc., will be made for authorized trips. Application must be made to the Principal and Superintendent in advance for the trip and/or expenses. Payment will be made, with the Principal and Superintendent's approval upon filling out the proper forms and providing the required receipts on or before the next regular pay date deadline.

ARTICLE 17
Tuition Reimbursement

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

The administrative team will review all Professional Development plans which indicate college credit classes or college credit workshops will be taken. The team will approve courses/workshops for reimbursement that are submitted in each of 3 rounds and subject to available funds. No teacher will be approved for 2 courses/workshops without all those who apply in the round having been approved for at least 1 course/workshop first. In each round if more funds are requested than are available the available dollars will be distributed equally among those who apply.

Approval round one will take place at the conclusion of the end of the year evaluation meetings. A Professional Development plan as defined in the Licensed Evaluation Handbook will be established with the Supervisor at the end of the year meeting. The plan must indicate any college credit classes or college credit workshops the teacher would like to attend in the Fall term of the next school year. The plan will be submitted by the teacher using an online form and approved by their supervisor prior to the end of the contract year. This first round of approval will have access to \$6,250 of the total \$25,000 YCTA Tuition Reimbursement Fund.

Round two will take place after the fall goal setting meetings are complete. Each fall teachers will be able to complete a Professional Development Plan form and request courses for the Winter term of that year. This second round will be reviewed by the Administrative team and follow the same process identified for the first round. This round will have access to any remaining funds from the first round in addition to the \$6,250 balance of the YCTA Tuition Reimbursement Fund.

Round three will take place after the mid-year check in meetings are complete. Teachers will be able to complete a Professional Development Plan form and request courses for the Spring and Summer terms of that year. This third round will be reviewed by the Administrative team and follow the same process identified for the first round. This round will have access to any remaining funds from the first two rounds in addition to the \$12,500 balance of the YCTA Tuition Reimbursement Fund.

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

721

- 722 ● Grade Reports: unofficial transcript verifying successful completion of class within 8
723 (eight) weeks of the end of the term the classes were taken. The District is under no
724 obligation to reimburse individuals who fail to meet this time line.
- 725 ● Only grades of “B” or higher will be reimbursed, unless otherwise approved by the
726 Superintendent. A grade of P will be recognized if the college/university only allows for
727 P/NP credit
- 728 ● All courses must be from a nationally accredited college or university approved by the
729 Superintendent.
- 730 ● The District will budget \$25,000 per year for tuition reimbursement for the total members
731 of the Yamhill Carlton Teaching Staff. Any unused funds in Tuition Reimbursement at
732 the end of each year will roll forward to the next fiscal year.
- 733 ● The Superintendent’s decision as to all matters of Tuition Reimbursement shall be
734 deemed to be final.

735

736

ARTICLE 18 Compensation

737

738

A. Salary Schedule

740

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

746

B. Salary per FTE (Full Time Equivalency)

748

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

755

756 The decimal number shall be determined by comparing the total number of minutes
757 assigned to the total number of minutes of a full time position. (For example, if the total
758 work day is 420 minutes and the job assignment is 240 minutes, the decimal is calculated
759 as follows: $240/420=.571$ FTE. Included in the part-time work period shall be a prep
760 period equal to the decimal amount multiplied by the average prep period. (For example,
761 $.571$ FTE x 30 minutes= 17 minutes.) A part-time teacher's salary shall be the product of
762 the assigned decimal number to his/her position on the salary schedule.

763

764 C. Teaching Experience

765

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

769

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

772

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

775

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

779

780 D. Pay Dates

781

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

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794 E. Benefits For Non-Returning Teachers

795

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

802

803 F. Vertical Increments

804

805 One vertical movement to the next step on the salary schedule will be granted on the
806 basis of successful completion of the teaching assignment each year. To qualify a teacher
807 must complete a minimum of 135 days of their scheduled classroom and/or inservice
808 instruction for the District, as established by the school year calendar. Note: Job share
809 teachers must complete 71% of their work year. Teachers who are at the bottom of their
810 column and therefore not eligible for a step will be given a \$250 longevity payment
811 instead of a step.

812

813 *Note: Effective July 1, 2016, the steps on the salary schedule will be renamed by*
814 *increasing the name by 1 on the salary schedule in Attachment A. For example Step 0*
815 *will be renamed to Step 1. Therefore in the 2016-2017 school year only, the vertical*
816 *placement will be increased by 2 steps. For example if you were on Step 0 in 2015-16,*
817 *the placement will be Step 2 in 2016-17.*

818

819 G. Horizontal Increments

820

821 If course work requirements are completed and verified with college or university
822 transcripts by November 15, salary adjustments will include retroactive pay to the
823 beginning of the contract year.

824

825 Course work requirements met or verified and successfully completed as defined in
826 Article 17 after November 15 will result in advancement on the salary schedule for the
827 remainder of the year beginning with the following month's salary. Such employee's
828 new monthly salary for the remainder of the contract year shall be one-twelfth the
829 monthly salary for the employee's new placement on the salary schedule. For example, if
830 an employee turned in transcripts January 5, the salary increase would be applied
831 beginning with the February payroll. (See Example)

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Example: new salary (step) divided by 12 = new monthly salary for remainder contract period (not retroactive)

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

H. Extra Duty

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

ARTICLE 19
Leave With Pay

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.

The District will comply with the Oregon Family Leave Act (OFLA) and the Family Medical Leave Act (FMLA). Medical certification is required to be completed prior to accessing leave under FMLA/OFLA. Accrued sick leave will run concurrently with leave taken in accordance with these laws.

The District will allow an employee to use paid sick leave for any leave that is covered under FMLA/OFLA and SB 454.

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

873
874 Each Licensed staff member will be allowed to contribute up to two (2) of his or her own
875 accrued sick leave days per year to any other Licensed employee. The receiving person
876 must have exhausted all of his or her own paid leave before receiving contributed sick
877 leave from a licensed employee and may not receive more than 40 total donated sick
878 leave hours in one school year.

879
880 B. Jury Duty Leave:

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

883

884 C. Bereavement:

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

893

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

896

897 D. Personal Leave:

898 Three days of paid personal leave per year, non-cumulative, will be allowed each teacher.
899 Teachers shall be required to give notice of intent to use this leave and the general
900 purpose for which the leave is to be used. At the end of the contract year the District will
901 grant \$100 to the employee for each unused personal day.

902

903 Notification of intent to use personal leave shall be submitted via the online absence
904 management system. The employee is responsible for not submitting a request for more
905 personal days than this leave allows. Except for accident or emergency involving an
906 employee's family or property, notification shall be submitted at least three (3) working
907 days in advance of the proposed leave and a substitute assigned in the absence system. In

908 the case of emergency use of personal leave, District notification shall be as soon as
909 possible before using leave; however, a request must be submitted via the online absence
910 management system within three (3) working days following return to duty.

911

912 Such leave may be claimed in increments of not less than one-half of the normal school
913 day. Such days may not be used for extending the following school holiday breaks
914 (Labor Day, Thanksgiving Break, Winter Break, Spring Break or Memorial Day).

915

916 E. Parental Leave:

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

918

919 F. Military Leave:

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

922

923 G. Professional Leave:

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

926

927 H. Leave of Absence:

928 Upon request by a teacher, the Board may grant a one (1) year unpaid leave of absence.

929

930 I. Discretionary or Emergency Leave:

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

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

937

938 J. Association Leave:

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

942

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

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ARTICLE 20
Fringe Benefits

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A. Medical/Dental/Vision Insurance:

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

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

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

The District will pay \$1309 towards Medical, Dental and Vision Insurance premiums.

B. Insurance Opt-Out Benefit

In accordance with the requirements established by the District’s insurance provider members with dual coverage insurance may “opt out” with proof they are already covered by other group insurance through a spouse or domestic partner. To avoid jeopardizing the rate participation, requirements specified by the carrier must be met. Members wishing to opt out may do so on a first come, first serve basis. There should be an annual open enrollment period in September of each year to allow eligible employees the opportunity to opt out of insurance coverage. If an eligible employee chooses to opt out of insurance coverage, the decision to out shall be effective until the next open enrollment period. If an employee loses insurance coverage through a spouse or domestic partner, they must notify the District and immediately reenroll for insurance coverage. An eligible employee who opts out of insurance by meeting the above requirements shall receive a monthly stipend of \$400 in lieu of the contractual District benefit. The stipend will be considered taxable income.

C. Oregon Educator Benefit Board

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

It is understood and agreed that any employee eligible for insurance coverage under any plan offered by OEGB, but who does not meet the requirement for eligibility under this

984 contract, will not be eligible to receive any District contribution. Furthermore, by
985 enrolling in any of the plans any employee who is ineligible for the District contribution
986 agrees to a payroll deduction for the full premiums of selected plans including any
987 administrative fees.

988

989 District contribution of funds may only be used towards the purchase and/or fees of
990 primary Medical, Dental, or Vision Insurance. No part of the District contribution may
991 be used towards administrative fees imposed by OEBB for any other coverage not listed
992 above or any other costs associated with the insurance program(s) beyond the negotiated
993 contribution. No “unused employer contribution” funds may be used toward other
994 coverage and/or paid as cash.

995

996 D. Early Retirement: Any member of the bargaining unit who had three (3) years of service
997 in the District as of June, 30th, 2008, will be grandfathered into the 2007-2008 early
998 retirement benefit. No other employees will be eligible for this benefit. *(The retirement*
999 *benefit is listed below only as a reference for employees who were grandfathered into the*
1000 *plan);*

1001 *(Any employee with ten (10) years of service in the District and qualifies for early*
1002 *retirement through PERS, may retire and receive up to \$350 per month for a maximum of*
1003 *seven (7) years, to be applied toward the Retiree Insurance Plan(s) available through the*
1004 *District carrier. The employee must select early retirement at one of three specific times*
1005 *based on eligibility under PERS rules:*

1006

- 1007 1. *When the employee completes thirty (30) years of service;*
- 1008 2. *when the employee reaches age 55 by Labor Day of the year; or*
- 1009 3. *when the employee reaches age 58 by Labor Day of the year.*

1010

1011 *The employee shall give the District written notice of his/her intent to retire by April 15,*
1012 *prior to retirement. Actual retirement from the District must occur at the end of a school*
1013 *year.*

1014

1015 *The monthly payment by the District will cease when the employee dies, obtains health*
1016 *insurance coverage through any government or employer plan, when he/she resumes*
1017 *participation in the Public Employee’s Retirement System in any employment capacity, or*
1018 *when the retiree reaches age 65. (Or when the seven years of payments have been met.)*

1019

1020 *The District will allow the early retiree to maintain group medical/dental/vision*
1021 *insurance through the District policy, if available at the expense of the retiree until age*
1022 *65.)*

1024 **ARTICLE 21**
1025 **Work Stoppage**

- 1026
- 1027 A. No Strike:
1028 The Association will not authorize, cause, engage in or sanction any form of illegal
1029 concerted work stoppage during the life of this agreement.
1030
- 1031 B. No Lockout:
1032 The District agrees that during the term of this agreement, there will be no lockout of
1033 employees.
1034
- 1035 C. Negotiations:
1036 Exception to this Article may occur only as a result of negotiations in accordance with
1037 ORS 243.650 to 243.782 and pursuant to ARTICLE 3 - Maintenance of Standards, of this
1038 agreement.
1039

1040 **ARTICLE 22**
1041 **Corrective Action Guidelines**

- 1042
- 1043 A. Progressive Discipline: This agreement does not determine what level of discipline
1044 should be imposed, but the District shall follow the principles of progressive discipline.
1045 The discipline will be determined by the District based upon the specific circumstances
1046 of the situation. The District, school or principal should use corrective action when a
1047 teacher has violated a work rule, job duty or responsibilities, or where other good or just
1048 cause exists. These rules and directives should be communicated verbally, or in writing to
1049 the teachers, and cannot conflict with law, District policy or the terms of the Agreement.
1050
- 1051 B. Schedule Meeting: The designated school administrator will schedule a meeting with the
1052 teacher at a date, time and location designated by the District after giving advance notice
1053 to the teacher that the meeting might reasonably result in corrective action. The teacher
1054 will make every effort to attend the meeting as scheduled by the District, but in the even
1055 he/she is unable to attend at the designated time, the employee shall inform the
1056 designated school administrator so that the meeting may be rescheduled within a
1057 reasonable period of time (usually within 48 hours). The teacher may elect to be

1058 accompanied at this meeting by an Association representative; all meetings will be
1059 scheduled outside of school hours or the Association representative shall be permitted to
1060 conduct Association business directly related to the meeting during school hours. If the
1061 teacher fails to give notice of his/her inability to meet and fails to meet with the
1062 designated school administrator at the designated date, time and location, such failure
1063 will not limit the District's right to implement corrective action in accordance with this
1064 Agreement
1065

1066 C. Corrective action may include one or a combination of the following:

- 1067 1. **Letter of Expectation:** constitutes written notice to the teacher that certain types
1068 of behavior are prohibited and that future misconduct may result in more serious
1069 corrective action or other discipline. The document will include: Teacher's name;
1070 date; general area of concern e.g., "It is expected that teachers at the Yamhill
1071 Carlton School District will report to work as scheduled." Letters of Expectation
1072 will not be considered disciplinary.
1073
- 1074 2. **Letter of Directive:** constitutes written notice to the teacher that certain types of
1075 behavior are prohibited and that future misconduct may result in more serious
1076 corrective action or other discipline up to and including dismissal. The document
1077 will include: Teacher's name; date; situation needing improvement; facts of the
1078 situation (what, where, when, who); any previous discussions and instructions
1079 with the teacher on this situation; the actions to be taken; reasonable period of
1080 time, if appropriate, to correct behavior; the consequences for failure to correct
1081 the behavior; and a statement advising the teacher of the right to attach a written
1082 explanation. A copy of this letter will be placed in the teacher's personnel file.
1083 The teacher must be told of such decision and provided with an opportunity to
1084 review the letter of Directive and to sign the copy of the letter as an
1085 acknowledgement of receipt. If the teacher refuses or fails to sign the copy of the
1086 letter of directive, the letter will still be placed in the teacher's personnel file with
1087 an indication that the teacher refused to sign the letter of directive. Any written
1088 explanation provided by the teacher shall be attached to the letter of directive in
1089 the personnel file.
1090
- 1091 3. **Letter of Reprimand:** constitutes written notice to the teacher that certain types
1092 of the teacher's behavior are prohibited and that future misconduct may result in
1093 more serious corrective action or other discipline up to and including dismissal.
1094 Letters should describe the areas of behavior needing improvement, the actions
1095 needed to be taken, a reasonable period of time, if appropriate, to correct the

1096 behavior; the consequences for failure to correct the behavior; and a statement
1097 advising the teacher of the right to attach a written explanation. A copy of this
1098 letter will be placed in the teacher’s personnel file. The teacher must be provided
1099 with an opportunity to review the letter of reprimand and to sign the copy of the
1100 letter as an acknowledgment of receipt. If the teacher refuses or fails to sign the
1101 copy of the letter of reprimand, the letter will still be placed in the teacher’s
1102 personnel file with an indication that the teacher refused or failed to sign the letter
1103 of reprimand.

1104
1105 The distinction between a Letter of Expectation and Letter of Directive or Letter of
1106 Reprimand:

1107 A Letter of Expectation may be placed in a “working file” at the discretion of the
1108 designated school administrator issuing the letter. A Letter of Directive or Letter of
1109 Reprimand will placed in the teacher’s personnel file.

1110
1111 The distinction between a Letter of Directive and a Letter of Reprimand:

1112 A Letter of Reprimand is reserved for serious or repeated infractions at the discretion of
1113 the designated school administrator issuing the letter.

1114
1115 The issuance of Letters of Expectation, Directive and Reprimand are non-grieveable
1116 unless the issuance violates teacher’s “Due Process” rights.

1117 1118 **ARTICLE 23**

1119 **Funding**

1120
1121 The parties recognize the revenue needed to fund the compensation and other economic
1122 provisions provided by this agreement must be provided by established budgeted procedures.
1123 All such compensation is therefore contingent upon sources of revenue. The Board has no
1124 intention of reducing the compensation specified in this agreement because of budgetary
1125 limitations, but cannot and does not guarantee any level of employment in the bargaining unit or
1126 economic compensation or benefits covered by the agreement. The Board agrees to include in its
1127 budget request sufficient to fund the compensation provided by the agreement, but makes no
1128 guarantee as to passage of such budget requests.

1129
1130 When economic conditions prevent the District from funding the terms of this contract at the
1131 current level of employment, either party may, by written letter, open the economic provisions of
1132 this contract for replacement by negotiation.

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ARTICLE 24
Effect of Agreement

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

ARTICLE 25
Savings Clause

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 FOLLOWS

1172 EXECUTED ON the date of signature by the parties.


1173

1174 Representing Yamhill Carlton School District No. 1

1175

1176

1177



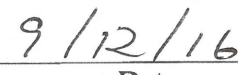
Jami Egland, Chairman of the Board



Date



Charan Cline, Superintendent



Date

1178

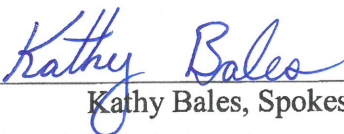
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1180 Representing Yamhill Carlton Teachers Association:

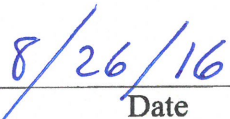
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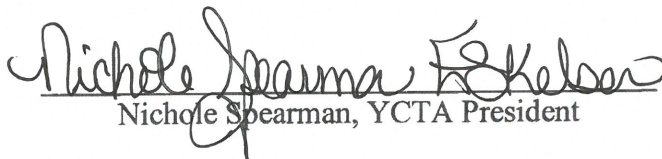
1183




Kathy Bales, Spokesperson YCTA



Date



Nichole Spearman, YCTA President



Date

1184

**2016-2017 Licensed Salary Schedule
Yamhill-Carlton School District**

Appendix A
Updated 7/2016 - 3%

Hired prior 7/1/2001	BA	BA+24	BA+45	BA+60	BA+83	BA+105	
				MA	MA+23	MA+45	
Hired after 7/1/2001							
	BA	BA+24	BA+45	BA+60	BA+105	MA+45	
1	36,095	37,406	38,715	40,024	41,335	42,644	1
2	37,406	38,715	40,024	41,335	42,644	43,956	2
3	38,715	40,024	41,335	42,644	43,956	45,265	3
4	40,024	41,335	42,644	43,956	45,265	46,575	4
5	41,335	42,644	43,956	45,265	46,575	47,885	5
6	42,644	43,956	45,265	46,575	47,885	49,195	6
7	43,956	45,265	46,575	47,885	49,195	50,505	7
8	45,265	46,575	47,885	49,195	50,505	51,814	8
9	46,575	47,885	49,195	50,505	51,814	53,124	9
10	47,885	49,195	50,505	51,814	53,124	54,436	10
11	49,195	50,505	51,814	53,124	54,436	55,745	11
12		51,814	53,124	54,436	55,745	57,055	12
13		53,124	54,436	55,745	57,055	58,365	13
14			55,745	57,055	58,365	59,674	14
15			57,055	58,365	59,674	60,983	15
16			58,365	59,674	60,983	62,293	16
17			59,674	60,983	62,293	63,605	17
18			60,983	62,293	63,605	64,915	18
19					64,915	66,224	19
20						67,536	20
21						68,841	21

**2017-18 Licensed Salary Schedule
Yamhill-Carlton School District**

Appendix A
Updated 7/2016 - 3%

Hired prior 7/1/2001	BA	BA+24	BA+45	BA+60	BA+83	BA+105	
				MA	MA+23	MA+45	
Hired after 7/1/2001							
	BA	BA+24	BA+45	MA	MA+23	MA+45	
1	37,178	38,528	39,876	41,225	42,575	43,923	1
2	38,528	39,876	41,225	42,575	43,923	45,275	2
3	39,876	41,225	42,575	43,923	45,275	46,623	3
4	41,225	42,575	43,923	45,275	46,623	47,972	4
5	42,575	43,923	45,275	46,623	47,972	49,322	5
6	43,923	45,275	46,623	47,972	49,322	50,671	6
7	45,275	46,623	47,972	49,322	50,671	52,020	7
8	46,623	47,972	49,322	50,671	52,020	53,368	8
9	47,972	49,322	50,671	52,020	53,368	54,718	9
10	49,322	50,671	52,020	53,368	54,718	56,069	10
11	50,671	52,020	53,368	54,718	56,069	57,417	11
12		53,368	54,718	56,069	57,417	58,767	12
13		54,718	56,069	57,417	58,767	60,116	13
14			57,417	58,767	60,116	61,464	14
15			58,767	60,116	61,464	62,812	15
16			60,116	61,464	62,812	64,162	16
17			61,464	62,812	64,162	65,513	17
18			62,812	64,162	65,513	66,862	18
19					66,862	68,211	19
20						69,562	20
21						70,906	21

**2018-19 Licensed Salary Schedule
Yamhill-Carlton School District**

Appendix A
Updated 7/2016 - 3%

	Hired prior 7/1/2001						
	BA	BA+24	BA+45	MA	MA+23	MA+45	
	Hired after 7/1/2001						
	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

Yamhill Carlton School District
Extra Duty Contract Job Descriptions
Effective July 1, 2016

Appendix B

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

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

Musical Theater Director - The teacher is responsible for after school Musical and Drama productions at all grade levels. At a minimum this should include:

- 2 yearly productions that involve selected students 7-12. These students may or may not include students that are in drama electives.
- Winter holiday productions that includes all students K-6.
- 1 spring performance that includes selected students 1-8. These students may or may not include students that are in drama electives.
- Production Assistants - This funding is for hiring technical assistants that are used for productions. For instance a piano accompanist, a lighting specialist, etc.

Academic Coaching - These positions are for teachers who desire to run academic programs that require an extended time commitment beyond the classroom. The program must have a significant student performance component to it.

- The student performance component can be arranged in one of two ways:
 1. It can connect to a statewide or national organization that has a competition or cumulative event associated with it.
 - Examples include: Mock Trial, Model United Nations, Battle of the Books, Lego Robotics, First Robotics, Geography Bee, etc.
 2. The program could also have a focused skill the students are learning that will conclude with a culminating project.
 - Examples include: The I3 Academy, A computer club where the students are learning to build a computer, A gardening club where the students are producing plants for sale, etc.
- The students involved must meet outside the normal school hours for a significant part of their practice or preparation.
- The program must be open to participation for students from multiple grade levels.
- The program must be open to all students in the school district that the program is designed to serve and cannot be exclusive to students in a single course. For instance, students involved in Battle of the Books cannot be limited to Advanced English Classes.

Instrumental Music Director - The teacher is required to produce after school performances for Instrumental students grades 6-12.

Yamhill Carlton School District
Extra Duty Contract Job Descriptions
Effective July 1, 2016

Appendix B

- Each musical group should perform at least three times per year. Once in the Fall, once near the Winter Holiday, and once during the Spring.
- A pep band should play at each home varsity football game and least 50% of both the girl's and boy's varsity home league basketball games.

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

Alliance Academy

- K-8 Coordinator of teachers who serve students beyond the target enrollment of 42. There is an expectation of serving at least 15 students beyond the enrollment target of 42. The coordinator's work is done after normal duty hours
- K-8 Teacher of AA students beyond the enrollment of 42. These are teachers who have a regular teaching assignment during the regular business hours. They are expected to serve the AA students after regular hours, but may use YCSD facilities and equipment to do so. Teachers are paid on a monthly basis for the number of students they serve during the month.
- HS Coordinator of teachers who serve HS students in after school at home program. These are students who are working primarily at home and come to campus once a week. There is an expectation of serving at least 15 students in this format. The coordinator's work is done after normal duty hours.
- HS Teacher of AA students. These are teachers who have a regular teaching assignment during the regular business hours. They are expected to serve the AA students after regular hours, but may use YCSD facilities and equipment to do so. Teachers are paid on a monthly basis for the number of classes that students complete. Eligible classes are standards based and not primarily delivered through a computerized format.

**Yamhill Carlton School District Extra Duty Contracts*
2016-2019**

Appendix B

Extra Duty Contract Discussion for Negotiations					
Proposed		2016-17	2017-18	2018-19	
	Base	\$ 36,095	\$ 37,178	\$ 38,293	
High School					
Athletic Director	18%	6,497	6,692	6,893	
HS Head Coach (12)	13%	4,692	4,833	4,978	
FFA Advisor	12%	4,331	4,461	4,595	
HS Assistant Coach (18)	9%	3,249	3,346	3,446	
Competition Cheer Coach	8%	2,888	2,974	3,063	
Yearbook Advisor	4%	1,444	1,487	1,532	
Student Council/Activities	4%	1,444	1,487	1,532	
Jr. Class Advisor	4%	1,444	1,487	1,532	
Sr. Class Advisor	4%	1,444	1,487	1,532	
NHS Advisor	2%	722	744	766	
Intermediate Level					
Athletic Director	8%	2,888	2,974	3,063	
MS Coach (18)	6.5%	2,346	2,417	2,489	
Outdoor School Coordinator	4%	1,444	1,487	1,532	
Outdoor School Stipend	3.5%	1,263	1,301	1,340	
WEB Coordinator	1%	361	372	383	
IS Student Council/Activities	1%	361	372	383	
Elementary Level					
None					
District Wide					
Curriculum Work	0.085%	30.68	31.60	32.55	
Miscellaneous Supervision	0.05%	18.05	18.59	19.15	
Musical Theater Director	16%	5,775	5,948	6,127	
Production Assistants	Up to	2,400	2,400	2,400	
Academic Coaching (7)	5.4%	1,949	2,008	2,068	
Instrumental Music Director	7%	2,527	2,602	2,681	
SPED (6)	3%	1,083	1,115	1,149	
Alliance Academy					
Coordinator (2)		500	Per month		
K-8 Teacher		150	Per student per month		
HS Teacher		100	Per standards based class completed		
Extra Contract Days					
HS Counseling- Total for all	Up to	6 Days			
Media Specialist	Up to	4 Days			
FFA Extended Contract	Up to	40 Days			
Middle School Dean	Up to	3 Days			

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

If the school district is able to increase enrollment in the Alliance Academy, the following additions will be applied to all steps and lanes:

- In 2016-2017, an enrollment of 57 students or more in the Alliance Academy would result in an additional 0.5% salary compensation to YCTA members paid at the end of the 2016-2017 school year.

- In 2017-2018, the compensation will be based on the 2016-2017 enrollment:
 - An enrollment of 57 students in the Alliance Academy would result in an additional 0.5% for the 2017-2018 salary schedule of YCTA members.

OR

 - An enrollment of 62 students or more in the Alliance Academy would result in an additional 1% for the 2017-2018 salary schedule of YCTA members.

- In 2018-2019, the compensation will be based on the 2017-2018 enrollment:
 - An enrollment of 57 students in the Alliance Academy would result in an additional 0.5% for the 2018-2019 salary schedule of YCTA members.

OR

 - An enrollment of 62 students in the Alliance Academy would result in an additional 1% for the 2018-2019 salary schedule of YCTA members.

OR

 - An enrollment of 72 students or more in the Alliance Academy would result in an additional 1.5% for the 2018-2019 salary schedule of YCTA members.